

CITY OF CORAL SPRINGS, FLORIDA CITY COMMISSION MEETING

REVISED AGENDA

1/6/2023 1:21 PM

Wednesday, January 11, 2023
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road Coral Springs, Florida

Recognizing January 16, 2023 as Martin Luther King, Jr., Day

Call to Order

Roll Call

Moment of Silence

Pledge of Allegiance

Abigail Potts, 4th grader, Country Hills Elementary School
Emily Potts, 1st grader, Country Hills Elementary School

Recognitions/Proclamations/Presentations

- 1. Wet Down of new Fire Department Apparatus (Chief McNally)**
Request that the City Commission participate in a Wet Down ceremony for two new rescues that are being placed into service.
- 2. Recognition, Jennifer Roberts (Commissioner Metayer Bowen)**
Request that the City Commission recognize Jennifer Roberts for going above and beyond as a teacher at Coral Springs Middle School.
- 3. Recognition, Broward Health Coral Springs' Appreciation of Coral Springs Police Department**
Request that the City Commission recognize the Coral Springs Police Department for their efforts to protect and support Broward Health Coral Springs and the community.
- 4. Proclamation, Fire Fighter Cancer Awareness Month (Mayor Brook)**
Request that the City Commission proclaim January 2023 as "Fire Fighter Cancer Awareness Month."
- 5. Proclamation, Coral Springs 60th Anniversary Celebration (Commissioner Carter)**
Request that the City Commission proclaim the year 2023 as the "City of Coral Springs 60th Anniversary."

Public Comment

Public Hearings/Special Meeting Announcements

Consent

- 6. Minutes Approval (Georgia Elliott)**
Request to approve meeting summaries. (REQUEST TO APPROVE)

- 7. Resolution 2023-003, Interlocal Agreement with Broward County for Alleyway Restoration and Maintenance (Julie Krolak)**
Request to approve Resolution 2023-003 authorizing execution of an Interlocal Agreement (ILA) between Broward County and the City of Coral Springs for the Mobility Advancement Program's Transportation Project: Alleyway Restoration and Maintenance (CORA 113). Funding Source: Mobility Advancement Program. Strategic Goal: A Family-Friendly Community. (REQUEST TO APPROVE, ADOPT, AUTHORIZE) (CON23-0001)
- 8. City Donation to Public Safety Chaplaincy, Inc. (Dale Pazdra)**
Request the City Commission authorize the donation of \$22,500 to Public Safety Chaplaincy, Inc. for professional consultancy and chaplain services provided to city's workforce. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AUTHORIZE)
- 9. Skid Steer Loader (John Norris)**
Request to award the purchase of one skid steer loader to John Deere Construction Retail Sales through their local authorized dealer **Dobbs Equipment, LLC** of Riverview, Florida via Sourcewell Contract No. 032119-JDC in an amount not to exceed \$60,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)
- 10. Purchase of Light Duty Trucks (John Norris)**
Request to award the purchase of four light duty trucks to **Garber Ford, Inc.** of Green Cove Springs, Florida via State of Florida Contract No. 25100000-21-STC, Motor Vehicles in an amount not to exceed \$265,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)
- 11. Public Safety Vehicles (John Norris)**
Request to award the purchase of five public safety vehicles to **Garber Chevrolet Buick GMC, Inc.** of Green Cove Springs, Florida via Florida Sheriffs Association Contract No. FSA22-VEL30.0-Pursuit, Administrative, and Other Vehicles in the amount of \$192,583. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)
- 12. Licensed Electrical Contractors (John Norris)**
Request to award contract for Licensed Electrical Contractors for various electrical installations and repairs, Bid #23-B-013F, to the following electrical contractors: **Imperial Electrical, Inc.** of Plantation, Florida and **Kilowatt Electric Company** of Pompano Beach, Florida from January 11, 2023 through January 10, 2026 with the option to renew for two (2) additional three (3) year terms. The estimated annual expenditure is \$400,000. Funding Source: Approved Operating and Capital Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD)
- 13. HVAC Replacement, Repair, and Maintenance Services (John Norris)**
(A) Request to award contract for HVAC Replacement, Repair, and Maintenance Services via City of Oakland Park, Florida Bid #041521 to Advanced Roofing, Inc. d/b/a Advanced Air Systems of Fort Lauderdale, Florida from January 11, 2023, through September 30, 2023, with two additional two-year renewal options. The estimated annual expenditure is \$125,000; and
(B) Request to authorize the Purchasing Manager to execute and approve the renewals; and
(C) Request to authorize the Purchasing Manager to execute and approve change orders up to \$45,000. Funding Source: Approved Capital Budget and Operating Budget. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO RENEW, AUTHORIZE)
- 14. Outdoor Fitness Equipment with Related Accessories and Services (Robert Hunter)**
Request to award the contract for Outdoor Fitness Equipment with Related Accessories and Services utilizing Sourcewell, Request for Proposal (RFP) No. 010721 to **Greenfields Outdoor Fitness, Inc.** of Anaheim, California and **Landscape Structures, Inc.** of Delano, Minnesota from

January 11, 2023, through February 5, 2025, with an option to renew for one additional one-year term for a potential cumulative total of four years and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure is \$350,000. Funding Source: American Rescue Plan Act (ARPA). Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE RENEWALS)

15. Furnish and Install Sports Lights (Robert Hunter)

Request to award the contract for Various Equipment and Amenities for Parks and Playgrounds through the Clay County, Florida, Request for Proposal (RFP) No.18/19-2, to **Musco Sports Lighting, LLC** of Oskaloosa, Iowa from January 11, 2023, through May 27, 2023, with an option to renew for one additional one-year term and authorize the Purchasing Manager to execute and approve the renewal. The estimated annual expenditure is \$350,000. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community (REQUEST TO AWARD, AUTHORIZE RENEWAL)

16. Fence, Chain Link and Picket (Robert Hunter)

Request to award the contract for Fence, Chain Link and Picket, through the City of Fort Lauderdale, Florida Contract, Bid No. 12690-022 with **Tropic Fence, Inc.** of Pompano Beach, Florida, **Gomez & Son Fence Corp.** of Miami, Florida, and **Supreme Roofing & Construction, Inc.** of Miami, Florida from January 11, 2023 through September 5, 2023 with an option to renew for three additional one-year terms for a potential cumulative total of four years and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure for this contract is \$225,000. Funding Source: Approved Capital Budget and American Rescue Plan Act (ARPA). Strategic Goal: An Innovative, High Performing and Sustainable Organization (REQUEST TO AWARD, AUTHORIZE RENEWALS)

17. Replacement, Repair, and Maintenance of Geothermal Heating/Cooling Units (Robert Hunter)

Request to approve the increase in annual expenditure from \$45,000 to \$90,000 for Contract # 20-B-191NC Replacement, Repair, and Maintenance of Geothermal Heating/Cooling Units to **Symbiont Service Corporation** of Englewood, Florida from January 11, 2023 to March 1, 2024 and to authorize the Purchasing Manager to execute and approve the additional two (2) year renewal option. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community. (REQUEST TO APPROVE, AUTHORIZE)

18. NICE Motorola IP Radio Logger Solution Upgrade (Chief McKeone)

Request to approve and award purchase of the NICE Motorola IP Radio Logger Solution Upgrade and Extended Software and Hardware Maintenance and Support option for year two as a sole source procurement from **Replay Systems, Inc.** of Boca Raton, Florida in the amount of \$143,209. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

19. Use of Forfeiture Funds (Chief McKeone)

Request to authorize the use of \$35,000 in Law Enforcement Trust Funds to cover the \$2,500 donation to A Child Is Missing, Inc., \$30,000 for the continuation of the crime awareness campaign - MACMAD "Make A Call, Make A Difference," and the annual \$2,500 donation to the FBI National Academy Association (FBINAA) (REQUEST TO AUTHORIZE)

20. IT Products, Solutions and Services (Stephen Dyer)

Request to award General Services Administration Multiple Award Schedule Contract #47QSW18D008F for IT Products, Solutions and Services to **Carahsoft Technology Corporation** of Reston, Virginia from January 11, 2023, through August 21, 2023. The estimated annual expenditure is \$200,000. Funding Source: American Rescue Plan Act. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO AWARD)

Policy Formation and Direction

- 21. Appointment, Historical Advisory Committee (Lynne Martzall)**
Request to consider appointment of Michele Smith to the Historical Advisory Committee.
(REQUEST TO APPOINT)
- 22. Renewal of the Interlocal Agreement (ILA) for use of Broward County Temporary Debris Management Sites (TDMS) and related services (John Norris)**
Request to approve and renew the ILA for TDMS and related services for an additional five-year term. Funding Source: Approved Operating Budget, Solid Waste Fund. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE, RENEW)
- 23. Professional Water, Wastewater, and Environmental Engineering Services (John Norris)**
Request to amend the contract for Professional Water, Wastewater, and Environmental Engineering Services, LOI #20-B-063 to **CHA Consulting, Inc.** of Albany, New York formerly known as **Eckler Engineering, Inc.** Coral Springs, Florida from January 11, 2023 through June 16, 2025. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High-Performing, and Sustainable Organization. (REQUEST TO AMEND)
- 24. Outdoor Cabinets for Automated External Defibrillators (AED), Stop the Bleed Kits, and Monitoring Service (Chief McNally)**
Request to award the contract for Outdoor Cabinets for Automated External Defibrillators (AED) and Stop the Bleed Kits and Monitoring Service for the Cabinets, Bid No. 22-G-298F, to **The Power to Save A Life, Inc., d/b/a Advocates For Health** of Sartell, Minnesota in the amount of \$175,500. Request to authorize the Purchasing Manager to approve Change Orders that are within the designated procurement authority up to \$45,000. Funding Source: American Rescue Plan Act (ARPA). Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)
- 25. Public Safety Medical Supplies, Equipment and Monitors (Chief McNally)**
Request to award the contract for Public Safety Medical Supplies, Equipment and Monitors utilizing National Purchasing Partners Government Division (NPPGov) Contract No. PS20200 to **Zoll Medical Corporation** of Chelmsford, Massachusetts from January 11, 2023 through March 25, 2023 with an option to renew for three additional one-year terms and authorize the Purchasing Manager to execute and approve all renewals. The expenditure for this purchase is \$75,000. Funding Source: American Rescue Plan Act (ARPA). Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE RENEWALS)
- 26. Comprehensive Health Benefits Program (Kathy Reul)**
 - (A) Request to renew RFP #19-D-057 to **Evernorth Behavioral Health Inc.** of Bloomington, Minnesota for EAP Services retroactive from January 1, 2023, through December 31, 2024. The estimated yearly expenditure is \$37,573; and
 - (B) Request to renew RFP #19-D-057 to **Humana Insurance Company** of Louisville, Kentucky for Vision Services retroactive from January 1, 2023, through December 31, 2024 at an estimated yearly expenditure of \$96,324; and
 - (C) Request to renew RFP #19-D-057 to **CIGNA Health and Life Insurance Company** of Bloomfield, Connecticut for Administrative Services retroactive from January 1, 2023, through December 31, 2024. The estimated yearly expenditure is \$465,837; and
 - (D) Request to renew RFP #19-D-057 to **CIGNA Dental Health Inc.** of Sunrise, Florida for Dental Services retroactive from January 1, 2023, through December 31, 2024. The estimated yearly expenditure is \$82,608. Funding Source: Approved Operating Budget Strategic Goal: An Innovative High Performing Sustainable Organization (REQUEST TO RENEW)

Commission Communications

City Manager's Communication

City Attorney's Communication

Adjournment

Next Regular Meeting: Wednesday, February 1, 2023, 6:30 p.m., City Commission Chambers.

If a person decides to appeal any decision made by the City Commission with respect to these matters, individual(s) must ensure that verbatim record of the proceedings is made. The record should include the testimony and evidence upon which the appeal is to be based. Residents planning to attend the meeting who need special assistance must notify the Office of the City Clerk at (954) 344-1065 no later than 24 hours preceding the meeting.

PUBLIC COMMENT (MUNICIPAL CODE, SECTION 2-2):

The City Commission of the City of Coral Springs, at each regularly scheduled meeting (first and third Wednesdays), shall entertain public comment. Anyone desiring to address the City Commission must submit a written request to the City Clerk. Public comments will be held in the priority order in which they are received. Each request shall succinctly detail the matter to be brought before the City Commission; shall contain the address and phone number where the speaker can be reached if the need arises; and shall be dated and signed.

Items on the agenda which are not designed as Public Hearings must be discussed during the public comment period. Waiver of rules. By majority vote, the City Commission may invite public discussion on any agenda item and thereby waive the proscriptions otherwise outlined in this section.

Decorum to be maintained. In every case where a speaker is recognized by the Mayor to discuss an agenda item, speaker shall step to the podium, state their name and address for the benefit of the City Clerk, and identify any group or organization speaker represents. Speaker shall then succinctly state their position regarding the item before the City Commission. Order shall be maintained at each City Commission meeting and the Mayor is hereby empowered to order from the room anyone who refuses to comply with the rules and regulations outlined in this section. The Police Chief or his authorized agent in attendance at the meeting shall carry out the order of the Mayor in this regard.

Time limit on discussion. Subject to waiver rule contained within this section, public discussion by individual speakers shall be limited to three (3) minutes at the public comment period.

Summary Sheet

Agenda Item: 1.

Meeting Date: January 11,
2023

Subject: Wet Down of new Fire Department Apparatus (Michael McNally)

Requested Action:

Request that the City Commission participate in a Wet Down ceremony for two new rescues that are being placed into service.

Placement: Recognitions/Proclamations/Presentations

Background / Description:

A Wet Down is a longstanding tradition in the Fire Service when a new piece of apparatus is placed into service and involves the spraying of each truck with water from another truck's hoses. We request a brief Wet Down in front of City Hall, prior to the start of the Commission Meeting, and invite the Mayor, Commissioners, and City Manager to spray the two new Rescues.

Presenting: Michael McNally, Fire Chief

Accepting:

Fire Chief Michael McNally will lead the Wet Down, Department personnel will assist the Mayor, the City Manager, and the Commissioners in spraying the trucks.

Summary Sheet

Agenda Item: 2.

Meeting Date: January 11,
2023

Subject: Recognition, Jennifer Roberts (Commissioner Metayer Bowen)

Requested Action: Request that the City Commission recognize Jennifer Roberts for going above and beyond as a teacher at Coral Springs Middle School.

Placement: Recognitions/Proclamations/Presentations

Background / Description: Jennifer Roberts, robotics teacher at Coral Springs Middle School continues to ensure her students have the tools they need to succeed. She continues to go above and beyond for her students. She has been teaching at Coral Springs Middle School since 2001 and constantly applies for grants and organizes school fundraisers to give her students a chance to participate in competitions. The school recently won a \$5,000 federal grant for STEM education, which helped a student and her team participate in the VEX Robotics events.

Ms. Roberts said that engineering had been traditionally viewed as a male-dominated profession, and by offering female students this opportunity, we show them that there are no limits to what they can do, in the classroom, or in life. She adds that programs like Girl Powered offer a chance to involve female students in STEM competitions, a field where girls and women are traditionally underrepresented. They also provide incentives for teachers, providing them with resources and funds. After one of the competitions, Coral Springs Middle School Robotics class got its own robot.

Ms. Roberts believes a female teacher helps girls feel more comfortable getting into science and robotics, and her students agree.

Requested By: Commissioner Metayer

Presenting: Commissioner Metayer Bowen

Accepting: Jennifer Roberts, Robotics teacher, Coral Springs Middle School

Summary Sheet

Agenda Item: 3.

Meeting Date: January 11,
2023

Subject: Recognition, Broward Health Coral Springs' Appreciation of Coral Springs Police Department

Requested Action: Request that the City Commission recognize the Coral Springs Police Department for their efforts to protect and support Broward Health Coral Springs and the community.

Placement: Recognitions/Proclamations/Presentations

Background / Description: TBD

Presenting: Jared Smith

Accepting: Chief Brad McKeone

Summary Sheet

Agenda Item: 4.

Meeting Date: January 11,
2023

Subject: Proclamation, Fire Fighter Cancer Awareness Month (Mayor Brook)

Requested Action: Request that the City Commission proclaim January 2023 as "Fire Fighter Cancer Awareness Month."

Placement: Recognitions/Proclamations/Presentations

Background / Description: Fire Fighter occupational cancer is the leading cause of line-of-duty deaths in the fire service. At the 2022 IAFF Fallen Fire Fighter Memorial, almost 75% of the names added to the wall (348 out of 469) were members who had died from occupational cancer. In our own department, we lost Fire Fighter Paramedic Nate Leonard to occupational cancer in January 2022, and several others have faced a cancer diagnosis as well. This past year World Health Organization's cancer division reclassified firefighting as a Group 1 carcinogenic profession. In partnership with the University of Miami Fire Fighter Cancer Initiative, Fire Fighter Cancer Support Network (FCSN), the IAFF has designated January as, "Fire Fighter Cancer Awareness Month" to provide fire fighters the necessary tools and guidance to develop life-saving protocols for cancer prevention and to support those with a cancer diagnosis within their departments. Bringing increased public awareness to occupational cancer in the fire service will help generate greater legislative support for states and provinces to establish presumptive disabilities for all cancers affecting fire fighters.

Requested By: Mayor Brook

Presenting: Mayor Scott Brook

Accepting: Fire Chief Michael McNally, Division Chief Christopher Bator, Battalion Chief Jonathon Robbins

Summary Sheet

Agenda Item: 5.

Meeting Date: January 11,
2023

Subject: Proclamation, Coral Springs 60th Anniversary Celebration (Commissioner Carter)

Requested Action: Request that the City Commission proclaim the year 2023 as the "City of Coral Springs 60th Anniversary."

Placement: Recognitions/Proclamations/Presentations

Background / Description: Coral Springs is known for its family atmosphere, thriving businesses, advanced recreational facilities, and top-rated schools. Now considered fully "built-out", it is hard to believe the very same land was merely a green bean farm and cattle field just over 60 years ago.

Growing from a master-planned "city in the country" to a thriving suburban hub, Coral Springs was first incorporated in 1963 as "the last piece of gold on the gold coast" and has since become home to more than 134,000 residents. Known for celebrating milestone years with a big bash or an attention-grabbing spectacle, city staff intend to keep with tradition by implementing larger-than-life plans for marking the 60th year.

Throughout the year, the city will host unique commemorative anniversary events, starting with Campout Coral Springs later this month. In February, our Community Celebration Concert at the City Hall Lawn will kick off this year of fun in a big way. Later in the summer, we will mark our official birthday in July with an ice cream bash, and then in November will host the city's largest pizza party. Residents attending our many signature events throughout the year will enjoy special themes and popup experiences.

A team of 60th Anniversary Ambassadors will be on-hand throughout the year to enhance the celebration through community outreach. This group of volunteers, from teens to retirees, will serve at events, share the city's past with visitors to the Museum of Coral Springs History, and encourage their neighbors to get involved in the festivities.

Requested By: Commissioner Carter

Presenting: Lynne Martzall

Accepting: Historical Advisory Committee
Kelli Matonak, City Historian and Marketing Coordinator
Christine Parkinson, Assistant Director of Communications and Marketing

Summary Sheet

Agenda Item: 6.

Meeting Date: January 11,
2023

Subject: Request to approve meeting summaries. (REQUEST TO APPROVE)

Placement: Consent

Attachments: [Summary of November 28, 2022 Joint Workshop](#)
[Summary of December 7, 2022 Workshop](#)
[Summary of December 7, 2022 Regular Meeting](#)

CITY OF CORAL SPRINGS, FLORIDA
CITY COMMISSION & COMMUNITY REDEVELOPMENT AGENCY
JOINT WORKSHOP

Monday, November 28, 2022
5:30 PM

Sawgrass Room, City Hall
9500 West Sample Road, Coral Springs, Florida

DRAFT SUMMARY

Call to Order

The meeting was called to order at 5:34 p.m. by Vice Mayor Joshua Simmons. The meeting was held in the Sawgrass Room at City Hall, 9500 West Sample Road, Coral Springs, Florida.

Roll Call

Mayor Scott Brook (Arrived at 5:42 p.m.)
Vice Mayor Joshua Simmons
Commissioner Shawn Cerra
Commissioner Nancy Metayer
Commissioner Joy Carter

Chair Andy Kasten
Vice Chair Lorna Brown-Burton
Board Member Germain Bebe
Board Member Mike Del Pozo
Board Member Mary Villalobos (Absent)

Also in attendance:

Board Attorney Ginger Wald
City Manager Frank Babinec
City Attorney John Hearn
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Joint Workshop Portion

1. CRA Masterplan Update

Director of Economic Development Kristi Bartlett stated that the purpose of tonight's meeting was to provide an update on the CRA Masterplan and to build consensus on the CRA focus areas, goals, and capital improvement projects. Ms. Bartlett introduced SEPI, Inc. consultant Kaitlyn Forbes. Ms. Forbes utilized a PowerPoint presentation to deliver a CRA update to the City Commission and the Coral Springs' Community Redevelopment Agency Board. A copy of her presentation was made a part of this meeting packet.

The following CRA topics were covered in Ms. Forbes presentation:

- Planning for CRA sunset in 2032
- Stakeholder findings and key analysis
- Focus areas
- Goals
- Capital improvement projects

Upon conclusion of Ms. Forbes' presentation, Mayor Brook opened the floor for discussion. Discussion ensued and the following topics were highlighted:

- Beautification options for the four-corners and open space
- Development hurdles with the Charter School, Bank of America, and Rehab Center
- Request to revisit site development discussions with the United States Postal Service
- Discussion on office space needs and suggestions on promotional activities to increase occupancy
- Adaptive reuse of space to accommodate future use requests
- Review of public safety and pedestrian crossing options
- Support for downtown as an entertainment district
- Clarification on downtown mixed used (DTMU) regulations
- Discussion on parking master plan
- Discussion on future redevelopment options for the gas station located in the CRA
- Clarification on "amenities necessary" under Focus Area 1, Goal A
- Request to implement resiliency through incorporation of sponge cities, vertical forest, and green roofs
- Request to properly identify the downtown corridor using signage
- Request for additional outdoor entertainment landmarks
- Discussion on public parking fees
- Request for affordable housing in the downtown space
- Incorporation of outside dining and entertainment
- Discussion on Focus Area 4 and accommodations for the physically disabled and use of multi-modal pathways

The City Commission and the CRA Board reached consensus on the CRA focus areas, goals, and capital improvement projects.

Adjournment

There being no additional business, the meeting adjourned at 7:11 p.m.

Georgia Elliott, CMC
City Clerk

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CITY OF CORAL SPRINGS, FLORIDA CITY COMMISSION WORKSHOP

DRAFT SUMMARY

Wednesday, December 7, 2022
4:30 PM

Sawgrass Room, City Hall
9500 West Sample Road, Coral Springs, Florida

Call to Order

This meeting was called to order by Vice Mayor Joshua Simmons at 4:35 p.m. The meeting was held in the Sawgrass Room, City Hall, 9500 West Sample Road, Coral Springs, Florida.

Roll Call

Mayor Scott Brook
Vice Mayor Joshua Simmons
Commissioner Shawn Cerra
Commissioner Nancy Metayer Bowen
Commissioner Joy Carter

Also in attendance:

City Manager Frank Babiniec
City Attorney John Hearn
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Commission Workshop Items

1. State Legislative Action Plan for 2023

Deputy City Manager Catherine Givens introduced State Legislative Consultants Candice Ericks and Lauren Jackson of Ericks Consultants, Inc. Ms. Givens stated that the goal for tonight's workshop was to develop the city's State Legislative Action Plan for 2023, for review and approval at tonight's City Commission regular meeting.

Ms. Ericks and Ms. Jackson provided an overview of the upcoming 2023 Legislative Session [convening on March 7 through May 5, 2023]. A review of the city's Legislative Priorities and appropriation projects was presented. A copy of the presentation was made a part of this meeting packet. The Commission was encouraged to have a diversity of asks. Vice Mayor Simmons opened the floor for discussion. Discussion topics included:

- A review of mental health initiatives on the Legislative Agenda
- Lobbyist recommendation to take a position on issues such as resiliency, hurricane recovery and property insurance
- Consensus was reached to add property insurance support to the agenda
- Consensus was reached to add energy accessibility support to the agenda
- Consensus was reached to add reproductive rights support to the agenda
- Request to meet with Senator on Everglades and Nature Trail Preserve
- Announcement of Broward Days, March 21-22, 2023

Ms. Ericks and Ms. Jackson thanked the Commission for the feedback and wished Happy Holidays to all.

2. Sawgrass Expressway Overpass Beautification

Deputy City Manager Catherine Givens provided a summary of the city's efforts to beautify the Sawgrass Expressway underpasses. Ms. Givens stated that the city has since collaborated with the City of Parkland, by placing a joint call to the Florida Department of Transportation (FDOT) to discuss Sawgrass Expressway beautification efforts. A review of beautification options was presented. A copy of Ms. Givens presentation was made a part a part of this meeting packet.

The Commission provided consensus to move forward with City of Parkland discussions on the Sawgrass Expressway beautification efforts and to elect Option 1 as presented in Ms. Givens' presentation.

The Commission provided the following feedback:

- Request to utilize FDOT funding for beautification efforts prior to using city funds
- Request to incorporate cleanup efforts with Keep Coral Springs Beautiful initiative or Neighborhood of Integrity program
- Request to draft agreements with the City of Parkland detailing collaboration efforts and responsibilities of both cities
- Request for art murals to be placed under underpasses

Commission Communications

- Mayor Brook requested assistance with tonight's Commission meeting Recognitions
- Consensus was reached to not move forward with the removal and replacement of memorial plaques discussed at the November 16 Commission workshop
- Request to uphold the agreement to use Commission workshops as a venue to gain Commission consensus
- Code Compliance update will be presented at a future workshop
- Consensus was reached to move the April 4 City Commission regular meeting to the morning and to have a formal vote at tonight's Commission meeting
- Request for Coral Springs to take part in Broward County Film Commission projects
- Request to discuss the development of a Government Institute / Magnet Program at Coral Springs Charter School
- Request for a one-hour time allotment during Commission workshops for Commission Communications

Adjournment

There being no additional business, the meeting adjourned at 5:39 p.m.

Georgia Elliott, CMC
City Clerk

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CITY OF CORAL SPRINGS, FLORIDA CITY COMMISSION MEETING

DRAFT SUMMARY

Wednesday, December 7, 2022
6:30 PM

Commission Chambers, City Hall
9500 West Sample Road, Coral Springs, Florida

Recognizing Hanukkah (or Chanukah), Christmas Day, and Kwanzaa

Call to Order

The meeting was called to order by Mayor Brook at 6:30 p.m. The meeting was held in the Commission Chambers, 9500 West Sample Road, Coral Springs, Florida.

Roll Call

Mayor Scott Brook
Vice Mayor Joshua Simmons
Commissioner Shawn Cerra
Commissioner Nancy Metayer Bowen
Commissioner Joy Carter

Also in attendance:

City Manager Frank Babinec
City Attorney John Hearn
City Clerk Georgia Elliott

Moment of Silence

Pledge of Allegiance

Apollo Monsalve-Lopez, James Hunt Elementary, Kindergarten
Lily Bradford, Somerset Parkland Academy, 6th Grader

Recognitions/Proclamations/Presentations

1. Presentation, Hometown Heroes (Mayor Brook)

The City Commission presented the Hometown Heroes with the banners that publicly honored and recognized service members and veterans who reside in the City of Coral Springs.

2. Proclamation, United Nations Human Rights Day (Mayor Brook)

The City Commission proclaimed December 10, 2022, as the "United Nations Human Rights Day" in the City of Coral Springs.

3. Presentation, Memorial Garden (Dale Pazdra)

The City Commission accepted a donation from the Fraternal Order of Police in the amount of \$20,000 for the First Responder Employee Memorial Garden project.

4. ~~Recognition, J.P. Taravella Broward County Athletic Association Boys Bowling Champions (Cerra)~~

~~Request that the City Commission recognize the J.P. Taravella Boys Bowling Team for being Broward County Athletic Association Champions.~~

5. Recognition, Dimitri Francois (Commissioner Metayer Bowen)

The City Commission recognized Dimitri Francois for tying for First Place at the 2022 “The Florida Women’s History Essay Contest for Middle School Students” sponsored by the Florida Commission on the Status of Women.

Public Comment

- Ryan Edison, shared his experience during a recent traffic citation

Public Hearings/Special Meeting Announcements

6. Special Exception, Habitat for Humanity (North) (Julie Krolak)

Request to hold quasi-judicial hearing and public hearing to approve petition of KEITH on behalf of Habitat for Humanity of Broward, Inc. for Special Exceptions from Land Development Code Sections 202 (Platting Requirements), 250354 (Minimum Size of Plot), 250357 (Minimum Front Yard), 250361 (Prohibition of Vehicular Use Areas in Required Yards), 250362 (Minimum Separation of Any Building from Any Vehicular Use Area), 250363 (Maximum Building Length), 250365 (Minimum Landscaped Open Space), 250370 (Required Perimeter Buffering Adjacent to Abutting Properties), and 250372 (Sidewalks Required) relative to platting requirements, lot dimensions, setbacks, vehicular use areas, building length, landscaped open space, perimeter buffers, and sidewalks for the construction of seven residential townhouse units in the Medium Density Multiple-Family (RM-20) Zoning District, located west of Riverside Drive and south of NW 37th Street, legally described as Lots 1, 2, and 3, Block Y, Coral Springs Subdivision No. 1, authorize the City Attorney’s Office to draft an order approving SE22-0004 and adopt said order. Funding Source: Not applicable. Strategic Goal: A Family-Friendly Community. (REQUEST TO HOLD PUBLIC HEARING AND QUASI-JUDICIAL HEARING, APPROVE, AUTHORIZE, ADOPT) (SE22-0004)

City Attorney John Hearn read the item titles for both SE22-0004 and SE22-0005. Quasi-judicial hearings were waived. There were no affected party submissions. Tina Jou explained the special exception request. [The slide presentation was made part of this meeting’s summary packet.] Staff fielded questions from the City Commission. The public hearing was opened and then closed. The City Commission had an opportunity to receive clarification from staff.

Action: The special exception was approved.

Result: Passed (Unanimous)

Mover: Joy Carter

Second: Nancy Metayer Bowen

7. Special Exception, Habitat for Humanity (South) (Julie Krolak)

Request to hold quasi-judicial hearing and public hearing to approve petition of KEITH on behalf of Habitat for Humanity of Broward County, Inc. for Special Exceptions from Land Development Code Sections 202 (Platting Requirements), 250354 (Minimum Size of Plot), 250357 (Minimum Front Yard), 250361 (Prohibition of Vehicular Use Areas in Required Yards), 250362 (Minimum Separation of Any Building From Any Vehicular Use Area), 250364 (Minimum Distance Between Buildings and Building Orientations), 250365 (Minimum Landscaped Open Space), 250370 (Required Perimeter Buffering Adjacent to Abutting Properties), and 250372 (Sidewalks Required) relative to platting requirements, lot dimensions, setbacks, vehicular use areas, building separation, landscaped open space, perimeter buffers, and sidewalks for the construction of six residential townhouse units in the Medium Density Multiple-Family (RM-20) Zoning District, located west of Riverside Drive and south of NW 37th Street, legally described as Lots 7, 8, and 9, Block Y, Coral Springs Subdivision No. 1, authorize the City Attorney’s Office to draft an order approving SE22-0005 and adopt said order. Funding Source: Not applicable. Strategic Goal: A Family-Friendly

Community. (REQUEST TO HOLD QUASI-JUDICIAL HEARING, PUBLIC HEARING, APPROVE, AUTHORIZE, ADOPT) (SE22-0005)

City Attorney John Hearn read the item titles for both SE22-0004 and SE22-0005. Quasi-judicial hearings were waived. There were no affected party submissions. Tina Jou explained the special exception request. [The slide presentation is included with The slide presentation was made part of this meeting's summary packet.] Staff fielded questions from the City Commission. The public hearing was opened and then closed. The City Commission had an opportunity to receive clarification from staff.

Action: The special exception was approved.

Result: Passed (Unanimous)

Mover: Nancy Metayer Bowen

Seconded: Shawn Cerra

Consent

8. Minutes Approval

Request to approve meeting summaries. (REQUEST TO APPROVE)

Action: Meeting summaries from November 29, 2018, Orientation; April 3, 2019, Retreat; January 27, 2020, Retreat; November 16, 2022, Workshop; and November 16, 2022, Regular meeting were accepted as presented.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Nancy Metayer Bowen

9. Copiers and Managed Print Services (Kim Moskowitz)

Request to renew National Association of State Procurement Offices (NASPO) Master Agreement #140597 for Copiers and Managed Print Services to **Konica Minolta Business Solutions U.S.A., Inc.** of Ramsey, NJ from December 31, 2022, through July 31, 2024. The estimated annual expenditure is \$185,000. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO RENEW)

Action: The agreement was renewed.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Nancy Metayer Bowen

10. Sample Road Master Parking Resurfacing – South (John Norris)

Request to award the contract for Bid #22-B-337F for Sample Road Master Parking Resurfacing – South to **Arrow Asphalt and Engineering, Inc.** of Opa Locka, FL in the amount of \$216,459.40. Request to authorize the Purchasing Manager to approve Change Orders that are within the designated procurement authority up to \$45,000. Funding Source: Approved Capital Budget. Strategic Goal: A Thriving, Resilient Business Community. (REQUEST TO AWARD, AUTHORIZE)

Action: The contract was awarded and authorized.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Nancy Metayer Bowen

11. Toro Turf Equipment and Parts (John Norris)

Request to award contract for the purchase of Toro Turf Equipment and Parts to **The Toro Company** of Bloomington, MN through their local distributor **TESCO South, Inc. d/b/a Hector Turf of Deerfield Beach**, FL from December 7, 2022, through March 31, 2023, via the City of

Mesa, AZ contract #2017025 through Omnia Partners, Public Sector with the option to renew for one additional one-year period. Request to authorize the Purchasing Manager to execute and approve the renewal. The estimated expenditure is \$400,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)

Action: The contract was awarded and authorized.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Nancy Metayer Bowen

12. 2023 Sports Event Grant Approvals, First Round (Robert Hunter)

Request to award Sports Event Grant funding in the amount of \$17,000 to various organizations; authorize the City Attorney to draft agreements; authorize City Officials to execute said agreements. Funding Source: Approved Operating Budget. Strategic Goal: An Active, Healthy Community (REQUEST TO AWARD, AUTHORIZE)

Item was pulled from consent. Discussion ensued regarding the awarding of grants for venues outside of the City of Coral Springs. Commissioner Cerra, member of the Sports Grants Committee, provided clarification.

Action: To award and authorize the Sports Event Grant funding.

Mover: Joshua Simmons

Seconded: Shawn Cerra

Discussion ensued. A friendly amendment was offered by Commissioner Metayer Bowen to add a condition that all tournament events for Masters Basketball Association are held in the City of Coral Springs.

Action: Friendly amendment was accepted.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Shawn Cerra

13. Donation from Fraternal Order of Police (FOP), Lodge #87 (Dale Pazdra)

Request to authorize the City Manager to accept a donation from the Fraternal Order of Police, Lodge #87 in the amount of \$20,000. Funding Source: Receiving Grant to Expend. Strategic Goal: Not Applicable. (REQUEST TO AUTHORIZE, ACCEPT)

Action: The donation was authorized and accepted.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Nancy Metayer Bowen

14. Arrangement Letter - External Audit Services (Kim Moskowitz)

Request to approve the Arrangement Letter pertaining to External Audit Services for RFP #21-A-287 awarded to **RSM US, LLP** of Fort Lauderdale, FL. Funding Source: Not Applicable. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

Action: The arrangement letter was approved.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Nancy Metayer Bowen

15. Use of Forfeiture Funds (Brad McKeone)

Request to authorize the use of \$1,000 in Law Enforcement Trust Funds to pay for the fiscal year 2023 donation to the 100 Black Men of Greater Fort Lauderdale's 16th Annual Bike Drive. (REQUEST TO AUTHORIZE)

Action: The use of forfeiture funds was authorized.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Nancy Metayer Bowen

16. Group Insurance Brokerage Services (Kathy Reul)

Request to award contract #22-A-248LOI for Group Insurance Brokerage Services to **RSC Insurance Brokerage Inc.**, of Palm Beach Gardens, FL from December 7, 2022 through December 31, 2024 in the amount of \$128,000 per year with two two-year renewal options for a total of six years. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD)

Action: The contract was awarded.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Nancy Metayer Bowen

17. Fixed and Mobile License Plate Readers (Brad McKeone)

Request to award contract for Fixed and Mobile License Plate Readers to Flock Group, Inc. of Atlanta, GA from December 7, 2022, through December 6, 2024, with an option to renew for two additional two-year time periods for a total of six years. Request to authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure is \$240,000. Funding Source: Approved UASI and Operating Budget. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)

Item was pulled from consent. Chief McKeone provided clarification for the purpose and use of license plate readers.

Action: The contract was awarded and authorized.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Nancy Metayer Bowen

Policy Formation and Direction

18. Wastewater Collection System Rehabilitation Services (John Norris)

Request to renew the extension for Wastewater Collection System Rehabilitation Services utilizing the Lee County, FL RFP No. 170241DLK to **Miller Pipeline, LLC** of Indianapolis, IN from January 9, 2023, through July 7, 2023. The estimated expenditure is \$700,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO RENEW)

Assistant Director Najla Zerrouki explained the item.

Action: The extension was renewed.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Nancy Metayer Bowen

19. Tighrtrope Broadcast Automation System Upgrade (Lynne Martzell)

Request to waive the competitive procurement process consistent with Section 2-305.1 of the City's Procurement Code and approve the purchase of Tighrtrope Broadcast Automation System Upgrade from **Command Corporation** of Clearwater, FL at a total cost of \$51,619.

Funding Source: Approved Capital Budget. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO WAIVE, APPROVE)

Director Lynne Martzall explained the item.

Action: The competitive procurement process was waived, and the purchase was approved.

Result: Passed (Unanimous)

Mover: Nancy Metayer Bowen

Seconded: Joy Carter

20. 2023 Legislative Action Plan (Catherine Givens)

Request to approve the City's Legislative Agenda for the 2023 Florida Legislative Session. (REQUEST TO APPROVE)

Deputy City Manager Catherine Givens reviewed the updates made to the plan at tonight's Commission Workshop. She explained that the motion would need to amend the Legislative Action Agenda, reflecting the addition of property insurance, energy accessibility, and reproductive rights. City Manager Babinec stated that the legislative process is actively monitored by the city's lobbyists and that modifications to the plan may be made as necessary. A copy of the revised 2023 Legislative Action Plan was distributed to the Commission. [The revised action plan was made a part of this meeting's summary packet.]

Action: The amendment to the Legislative Agenda was approved.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Nancy Metayer Bowen

Commission Communications

Members of the Commission shared their office hours and contact information. Each commissioner addressed the community, noting the following:

- Acknowledgment of staff's efforts towards a successful tree lighting and "Downtown in December" event
- Feedback provided to staff regarding entertainment sound system and event location choice
- Condolences to Chief Warren Gilbert's family for their loss
- Congratulatory wishes to re-elected commissioners
- Reminder to the community to remain vigilant and practice crime prevention strategies during this holiday season
- Congratulatory wishes to all Winter graduates
- Acknowledgement to the Scout Troop who attended tonight's meeting
- Request to staff for follow-up with tonight's signed speakers who did not attend the meeting
- Acknowledgement to Commission family members for their familial support
- Acknowledgement of Griffin Cerra for participating in the "Be the Match" program
- Recognizing of a great Coral Springs' Police Department Association event
- Congratulatory wishes to Director Stephen Dyer for his recognition in the Government CIO magazine article
- Congratulatory wishes to staff on their Broward County recognition for their mental health and wellness initiatives
- Request to workshop cable options within the city
- Congratulatory wishes to a successful Coral Springs Youth Soccer event
- Discussion on Vietnam Veteran's Day
- Request for a one-hour time allotment for Commission Communications during City Commission Workshops was made

Action: The meeting time for the April 4, 2023 City Commission meeting was changed to 9:00 a.m.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Seconded: Nancy Metayer Bowen

21. Election of Vice Mayor (John Hearn)

Request to elect a Vice Mayor for a one-year term as provided in Section 3.02 of the City Charter. (REQUEST TO ELECT)

Action: Shawn Cerra was elected to the seat of Vice Mayor.

Result: Passed (Unanimous)

Mover: Joshua Simmons

Second: Nancy Metayer Bowen

Members of the Commission expressed their confidence in Commissioner Cerra's ability to serve as Vice Mayor.

City Manager's Communication

City Manager Babinec provided the following highlights:

- Hosted employee longevity luncheon for those employees reaching 25, 30, 35, 40 years of service to the Coral Springs community
- Deputy Fire Chief Moser was honored with the President's Award from the Fire Chief's Association
- Deputy Chief Whalen was honored with the Chief Fire Officer of the Year from the Fire Chief's Association
- Communications Manager Kathy Liriano was selected as Civilian of the Year by the Broward County Chief's Police Association
- City Manager Babinec was honored with the Community Service Award by the Broward City and County Manager's Association
- Best wishes to the Communications team and Mayor at the Emmy Award Ceremony
- Recap of Downtown in December's success
- Announcement of road closures due to next week's Wednesday's Holiday Parade

City Attorney's Communication

Walk-on Item

Request to approve Insurance Gap Contractor for IT department for testing facilities for under \$50,000. (REQUEST TO APPROVE). Members of the Commission were briefed previously on this item, during their individual agenda review sessions.

Action: The contract was approved subject to the vendor's acceptance of the City Attorney's proposed language.

Result: Passed (Unanimous)

Mover: Nancy Metayer Bowen

Second: Joy Carter

City Attorney Hearn expressed his gratitude to work alongside members of the Commission and staff and wished happy holidays to all.

Adjournment

There being no additional business, the meeting adjourned at 8:07 p.m.

Georgia Elliott, CMC
City Clerk

These minutes are a permanent public record of the City of Coral Springs maintained in the Office of the City Clerk.

Summary Sheet

Agenda Item: 7.

Meeting Date: January 11,
2023

Subject: Resolution 2023-003, Interlocal Agreement with Broward County for Alleyway Restoration and Maintenance (Julie Krolak)

Requested Action: Request to approve Resolution 2023-003 authorizing execution of an Interlocal Agreement (ILA) between Broward County and the City of Coral Springs for the Mobility Advancement Program's Transportation Project: Alleyway Restoration and Maintenance (CORA 113). Funding Source: Mobility Advancement Program. Strategic Goal: A Family-Friendly Community. (REQUEST TO APPROVE, ADOPT, AUTHORIZE) (CON23-0001)

Funding Source: Approved Capital Budget

Placement: Consent

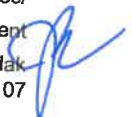
Attachments: [Summary Sheet](#)

- [1. Resolution 2023-003](#)
- [2. Location Map for University Drive](#)
- [3. Location Map for Wiles Road](#)
- [4. Final CORA 113 Interlocal Agreement](#)
- [5. Cost Estimate for Alleyway Improvements](#)

Presenting: Julie Krolak

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting January 11, 2023
Department: Development Services/
Community Development
Initiated By: Julie Krolak
DOC ID: 1107



SUBJECT: Resolution 2023-003: Interlocal Agreement with Broward County for Alleyway Restoration and Maintenance

PLACEMENT: Consent

REQUESTED ACTION Request to approve Resolution 2023-003 authorizing execution of an Interlocal Agreement (ILA) between Broward County and the City of Coral Springs for the Mobility Advancement Program's Transportation Project: Alleyway Restoration and Maintenance (CORA 113). Funding Source: Mobility Advancement Program (REQUEST TO APPROVE, ADOPT, AUTHORIZE) (CON23-0001) Strategic Goal: A Family-Friendly Community

PRIOR ACTION:

02/20/2021	Commission approved Resolution 2021-003 endorsing the Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement.
05/20/2020	Commission approved Resolution 2020-020 supporting projects submitted by the City of Coral Springs for Cycle 1 of the Broward County Transportation Surtax System.
08/21/2019	Commission approved First Amendment to the Interlocal Agreement.
09/20/2018	Commission approved a Transportation System Surtax Interlocal Agreement with Broward County.

STAFF RECOMMENDATION: **THAT THE CITY COMMISSION:**

1. **ADOPT RESOLUTION 2023-003 SUPPORTING RESTORATION AND MAINTENANCE OF ALLEYWAYS THROUGH THE MOBILITY ADVANCEMENT PROGRAM'S TRANSPORTATION PROJECT;**
2. **AUTHORIZE STAFF TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF CORAL SPRINGS FOR MOBILITY ADVANCEMENT PROGRAM MUNICIPAL TRANSPORTATION PROJECT: RESTORATION AND MAINTENANCE OF ALLEYWAYS (CORA 113 / BC-CSPRINGS-FY2020-00001);**
3. **AUTHORIZE TRANSMITTAL TO THE APPROPRIATE REVIEW AGENCIES.**

ATTACHMENTS:

- #1 – Resolution 2023-003
- #2 – Location Map for University Drive
- #3 – Location Map for Wiles Road
- #4 – Final CORA 113 Interlocal Agreement
- #5 – Cost Estimate for Alleyway Improvements

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: January 11, 2023**

Subject: Resolution 2023-003 authorizing an Interlocal Agreement between Broward County and Coral Springs for Alleyway Restoration and Maintenance (CON23-0001)

BACKGROUND:

On June 5, 2018, the Broward County Board of County Commissioners (County) enacted Ordinance No. 2018-29, the Broward County Transportation Surtax Ordinance, and voted to place a proposed surtax levy of one percent (1%) on the November 6, 2018 ballot. On August 21, 2018, the County approved a Transportation System Surtax Interlocal Agreement (Agreement) governing the distribution of transportation surtax proceeds and established a framework for prioritizing municipal projects. The Agreement created a minimum annual revenue guarantee for municipal projects of 10% minus the amount directly paid for Community Bus Service. The Agreement also defined eligible municipal project categories and identified the Broward MPO as the entity responsible for prioritizing municipal projects contained in the Plan. The prioritization of the municipal projects would be based upon a project's ability to alleviate traffic congestion and promote connectivity.

On November 6, 2018, Broward County voters approved the Transportation Surtax. Collections of the Transportation Surtax began in January 2019. Broward County began receiving proceeds of the tax in March 2019.

On February 20, 2021, the City Commission approved Resolution 2021-003 endorsing the Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement. The amendment retained all rankings for Cycle 1 (FY2020) projects.

The City of Coral Springs submitted an application to use Cycle 1 (FY2020) surtax-funding for portions of alleyway restoration on University Drive and Wiles Road and was deemed eligible for funding by Broward County. In July 2022, the City submitted a construction checklist, including cost estimates, to Surtax Legal for final review. The Interlocal Agreement (ILA) was reviewed and finalized by City and County staff, which is subject to City Commission approval.

In April 2022, The County acknowledged an escalation rate up to 11.9% (rate of inflation) is an appropriate construction escalation index. Following execution of the agreement, if costs increase, the City may submit a request to consider cost escalation for the project subject to County approval.

ANALYSIS:

The ILA between Broward County and Coral Springs would allow the City to use \$347,834.00 of Surtax funding for alleyway improvements on the west alleyway of University Drive, between NW 16th Avenue and NW 19th Avenue, and south alleyway of Wiles Road, between Woodside Drive and NW 74th Avenue. The funding amount is determined by Broward County during the review of eligibility and is based on eligible items in the proposed cost estimate. The funding is provided to the City based on the schedule in Exhibit B of the ILA.

RECOMMENDATION

Staff recommends approval of Resolution 2023-003 executing an Interlocal Agreement between the City of Coral Springs and Broward County to restore and maintain two alleyways.

RESOLUTION 2023-003

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF CORAL SPRINGS FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: UNIVERSITY DRIVE AND WILES ROAD MILLING, PAVING, AND RESURFACING OF ROADWAYS (BC-CSPRINGS-FY2020-00001); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in November 2018, Broward County voters approved a 30-year sales surtax to fund statutory-permissible transportation expenditures; and

WHEREAS, the Milling, Paving, and Resurfacing of University Drive and Wiles Road has been determined to be statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners; and

WHEREAS, an Agreement is necessary to set forth the terms and conditions for Broward County to provide the funding for the Municipal Project; and

WHEREAS, the City Commission, having duly considered the Interlocal Agreement between the City of Coral Springs and Broward County, finds it to be in the best interests of its citizens to authorize the appropriate City Officials to execute the Agreement.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CORAL SPRINGS, FLORIDA:

SECTION 1. The City Commission hereby approves the Interlocal Agreement between Broward County and the City of Coral Springs for Surtax-Funded Municipal Transportation Project: University Drive and Wiles Road Milling, Paving, and Resurfacing of Roadways (BC-CSPRINGS-FY2020-00001), attached hereto and incorporated herein as Exhibit “A” and authorizes the appropriate City Officials to execute the Agreement.

SECTION 2. Staff is hereby authorized and directed to transmit copies of the Interlocal Agreement, and the Resolution authorizing the execution of the Agreement to Broward County.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2023.

SCOTT BROOK, MAYOR

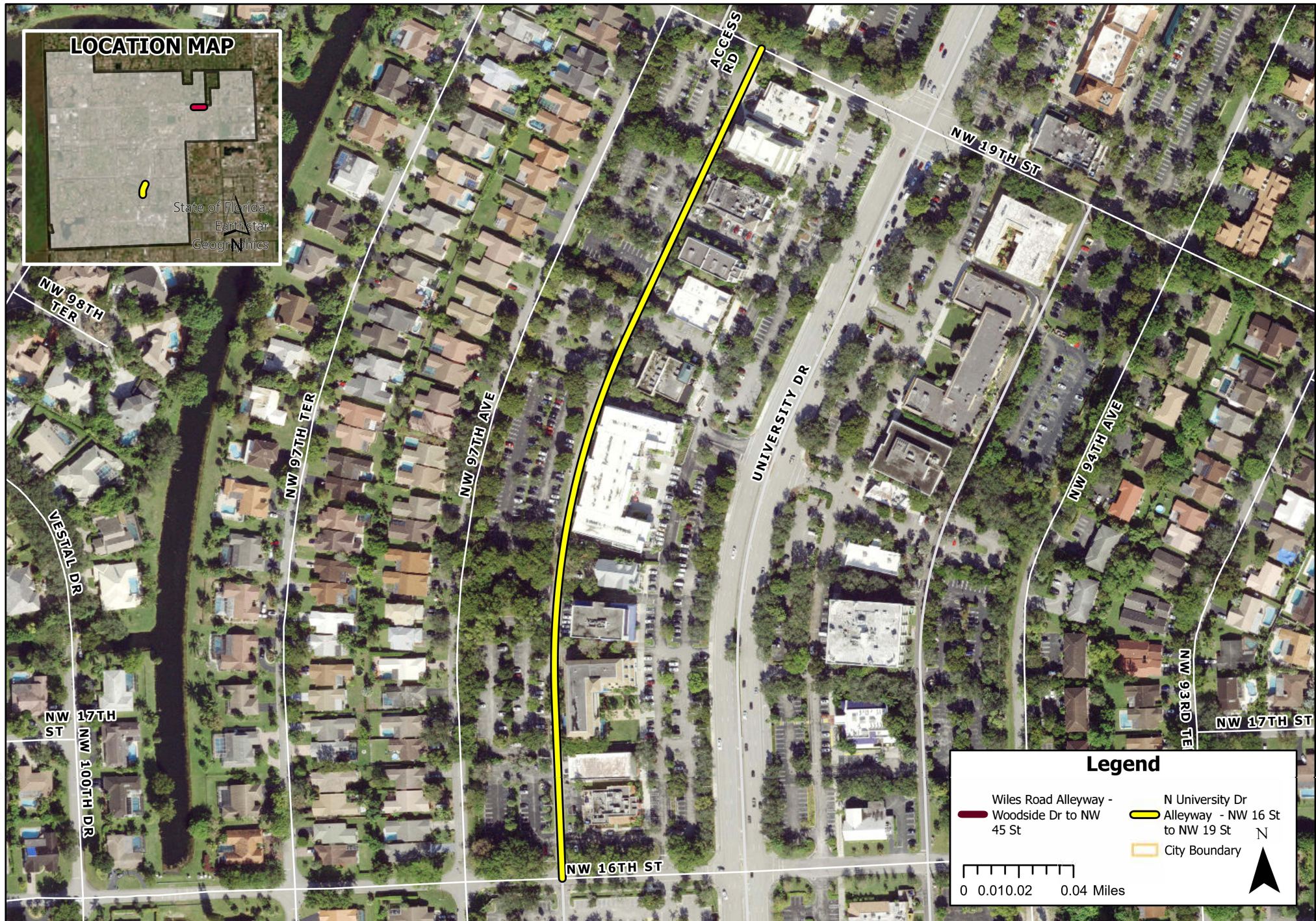
ATTEST:

GEORGIA ELLIOTT, CMC, City Clerk

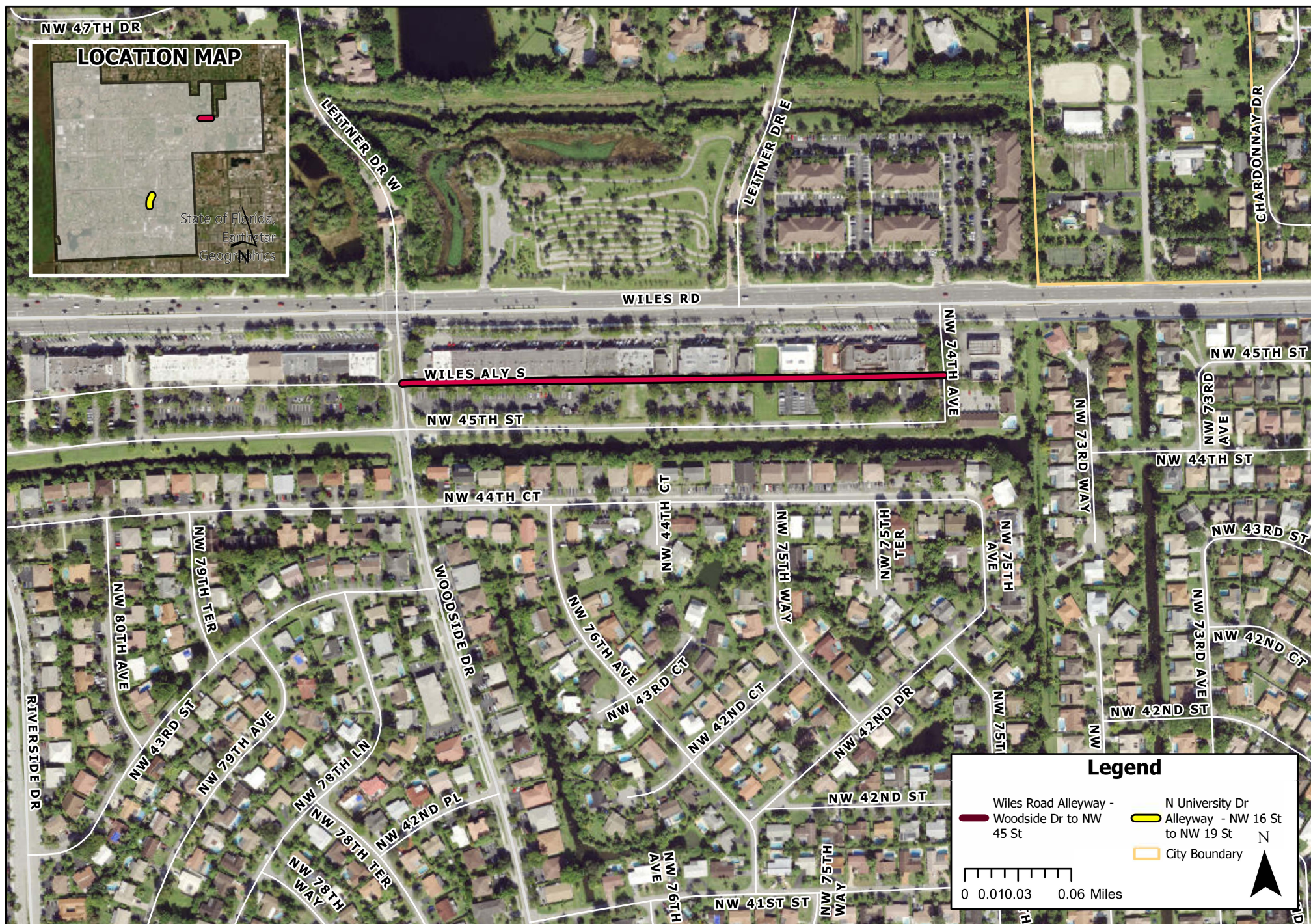
Unanimous _____
Motion /2nd

Yes No

___	___	MAYOR BROOK	___	___
___	___	VICE MAYOR CERRA	___	___
___	___	COMMISSIONER CARTER	___	___
___	___	COMMISSIONER METAYER	___	___
___	___	COMMISSIONER SIMMONS	___	___



N UNIVERSITY DRIVE PROPOSED ALLEYWAY IMPROVEMENT 29



WILES ROAD PROPOSED ALLEYWAY IMPROVEMENT



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF CORAL SPRINGS
FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
UNIVERSITY DRIVE AND WILES ROAD MILLING, PAVING, AND RESURFACING OF ROADWAYS
(BC-CSPRINGS-FY2020-00001)**

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Coral Springs, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. In November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily-permissible transportation expenditures.

B. All projects, County, State, and municipal, funded by the transportation surtax are evaluated for eligibility under Section 212.055(1), Florida Statutes, by the independent Transportation Surtax Oversight Board before the Broward County Board of County Commissioners makes the final decisions regarding project funding.

C. A process has been established pursuant to which surtax-funded staff at the Broward Metropolitan Planning Organization ("MPO") prioritize municipal projects, with the exception of municipal rehabilitation and maintenance projects, and make recommendations for funding. The first round of ranking of municipal capital projects was recently completed by the MPO following extensive and detailed discussions with the submitting municipalities, and the Project contemplated in this Agreement was included in that review and ranking.

D. The municipal Project defined herein has been determined statutorily eligible for funding and subsequently approved for funding by the Broward County Board of County Commissioners.

E. The purpose of this Agreement is to set forth the terms and conditions for County to provide transportation surtax funding for the Project and the terms and conditions for Municipality to complete the Project. Municipality will implement the Project, as funded by County with surtax funding, in accordance with the terms of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

- 1.2. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.
- 1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the performance of the Project.
- 1.4. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and inspection, or other professional services for the Project.
- 1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **Maximum Funding Amount** means the maximum funding amount stated in Section 5.4.
- 1.7. **Oversight Board** means the independent Transportation Surtax Oversight Board created pursuant to Section 31½-75 of the Broward County Code of Ordinances.
- 1.8. **Project** means the project described in Exhibit A.
- 1.9. **Project Manager** means the Civil Engineer for the City of Coral Springs.
- 1.10. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Project. The term “Subcontractor” includes subconsultants.
- 1.11. **Surety** means the surety company or individual that is bound by the performance bond and payment bond and that is responsible for Contractor’s or Consultant’s acceptable and timely performance and completion of the Project under this Agreement and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.12. **Surtax-Funded Projects** means any project, including without limitation the Project described in Exhibit A, that is funded in whole or in part by the transportation surtax collected pursuant to Section 212.055(1), Florida Statutes.

ARTICLE 2. EXHIBITS

Exhibit A	Project Description and Project Schedule
Exhibit B	Funding Schedule
Exhibit C	Reporting Requirements
Exhibit D	Form Contracts
Exhibit E	Municipal Resolution Authorizing Execution of Agreement

ARTICLE 3. PROJECT DESCRIPTION; COMPETITIVE PROCUREMENT; PERMITTING

3.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Project in accordance with the Project Description and the Project Schedule set forth in **Exhibit A**. The Project Description is a general description of the Project and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the Project described that exclusion of any of them would be impractical, illogical, or unconscionable.

3.2. Municipal Responsibility for the Project. Municipality is solely responsible for the Project, subject to the terms of this Agreement. County has no responsibility for the construction means, methods, techniques, sequences, or procedures employed in the performance of the Project. Municipality shall be solely responsible for retention, supervision, and payment of Contractor, Consultant, and all Subcontractors. Municipality shall be solely responsible for securing any and all property rights or permits required by the Project. Nothing in this Agreement shall impose on County an obligation to assume any contract or subcontract, or to make payment to Contractor, Consultant, or any Subcontractor, vendor, or supplier, or to perform the Project or any portion thereof, or to supply any goods or services for the Project. Further, nothing contained herein shall create any contractual relationship between County and Contractor, Consultant, or any Subcontractor, vendor, or supplier.

3.3. Competitive Procurement; Consultants' Competitive Negotiation Act. Except to the extent the Contract Administrator has approved utilization of an existing contract by Municipality for the services to be performed by Contractor or Consultant, Municipality must provide the proposed solicitation(s) for the Project to the Contract Administrator for review at least twenty (20) days prior to publication of the solicitation by Municipality. County's review shall include, without limitation, determination of the applicable CBE Goal (as defined in Article 10), which must be included by Municipality in the solicitation(s). If Municipality seeks to utilize an existing contract for the services to be performed by the Contractor or Consultant, Municipality must obtain prior approval by County and must provide the Contract Administrator with the proposed contract and supporting documentation for consideration pursuant to the procedures stated in Section 3.5.2; County may require, as a condition for its approval, that the engagement of Contractor or Consultant for this Project utilizing an existing municipal contract include modifications or additions to the existing contract terms and conditions, including without limitation any provision identified in Section 3.5.3. Municipality must comply with all applicable provisions of state law including, as applicable, Section 255.20 and Section 287.055, Florida Statutes, in the procurement of any services or materials relating to the Project. If any applicable state or federal procurement requirement is stricter than any other applicable requirement, Municipality shall be obligated to meet the stricter requirement. Prior to the execution of any contract with Contractor or Consultant relating to the Project, Project Manager shall certify in writing to the Contract Administrator that the procurement and the proposed contract comply with the requirements of this Section 3.3.

3.4. Modifications to Project or Phases.

3.4.1. Material Changes to the Project. Material changes are changes that increase the Maximum Funding Amount or materially modify the Project Description. Any proposed material change to the Project Description that does not increase the Maximum Funding Amount requires the prior written approval of the Contract Administrator. Any proposed material change that would increase the Maximum Funding Amount requires an amendment of this Agreement. Any proposed material change may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of the proposed material change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed material change to the Project Description that does not increase the Maximum Funding Amount within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved. Any material change that increases the Maximum Funding Amount must be approved by the Board.

3.4.2. Modifications to Construction Phase. Requests for additional funding as a result of modifications to the construction phase of a Project that exceed the amount provided in the then-current Funding Schedule, including without limitation change orders or other scope changes, are subject to (i) approval by the Contract Administrator, and (ii) the Board's allocation of additional funding; such requests may also, if determined necessary by Contract Administrator pursuant to the applicable contractual, statutory, or other surtax-related requirements, require additional review by the Oversight Board for statutory eligibility. Municipality shall submit to the Contract Administrator written notice of its request for additional funding and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove the request in writing within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely approved, the request shall be deemed disapproved.

3.4.3. Owner Enhancements. In addition to any approvals that may be required pursuant to this Agreement, any increased or additional costs due to changes in the quality of materials, furnishings, finishes, aesthetics, or any other cost reasonably determined by the Contract Administrator to be an "owner enhancement" (including, without limitation, decorative lighting, decorative paving, and improvements that are not within the public right of way) must be funded solely by Municipality with non-surtax funding, and County shall have no funding responsibility for any such increased costs. Upon the Contract Administrator's request, the Project Manager shall provide sufficient detail for the Contract Administrator's determination of whether any increased or additional costs include owner enhancements. The Contract Administrator shall

determine, after consultation with the Project Manager, whether the increased or additional costs constitute owner enhancements.

3.4.4. Project Schedule. Any proposed change in the Project Schedule that modifies the commencement or completion date for any phase or for the Project by more than sixty (60) days requires the prior written approval of the Contract Administrator. Municipality shall submit to the Contract Administrator written notice of the proposed change and appropriate backup documentation; if requested by the Contract Administrator, Municipality shall provide any additional requested backup documentation. The Contract Administrator will either approve or disapprove in writing the proposed change within fifteen (15) calendar days after receipt of the written notice and all requested backup documentation; if not timely disapproved, the request shall be deemed approved.

3.4.5. Nonmaterial Changes. Nonmaterial changes to the Project (namely, changes that do not require approvals under Sections 3.4.1, 3.4.2, 3.4.3, or 3.4.4) do not require County approval and may be approved by the Project Manager.

3.5. Contractor and Consultant Contracts.

3.5.1. Form Contracts. County has preapproved the Surtax-Funded Projects Form Construction Contract and the Surtax-Funded Projects Form Consultant Contract (collectively, the “Form Contracts”) attached as **Exhibit D**, which Municipality may utilize for its contracts with Contractor and Consultant, respectively. County may update the Form Contracts from time to time upon written notice to Municipality, and such updated Form Contracts shall be the applicable forms for solicitations advertised after the date of such written notice by County.

3.5.2. County Approval. Unless the Form Contracts are utilized for the Project with no material modification or an existing municipal contract is approved by County for use pursuant to Section 3.3, Municipality must obtain written approval from the County Attorney’s Office for Municipality’s contract(s) with Contractor and with Consultant prior to utilization of the contracts for the Project (and prior to publication of the solicitation, if the contract is included in the solicitation). In addition to the provisions required to be included in Municipality’s contracts with Contractor and with Consultant pursuant to Section 8.1 or Section 10.5, Municipality’s contracts must also include the provisions listed in Section 3.5.3 and Section 3.5.4, as applicable, in the form stated in the Form Contracts. Any material modification to any required contractual provision must be approved in advance by the County Attorney’s Office; no subsequent material change to the contract(s) for the Project may be made without written approval from the County Attorney’s Office. Municipality agrees and acknowledges that County’s approval of any contracts with Contractor or Consultant, including without limitation the Form Contracts, is solely for purposes of protecting County’s interests; County approval of any such contract does not constitute a legal opinion, including without limitation as to the legal sufficiency of the contract, for use or reliance by Municipality or any third party and shall not be the basis for any claim or liability against County or asserted to avoid any

reimbursement or other obligation of Municipality under this Agreement. Municipality shall provide at least twenty (20) days' written notification to the Contract Administrator and the County Attorney's Office prior to award of the contract to Contractor or Consultant, as applicable, which notice must include a copy of the competitive solicitation (or other applicable procurement document) for the Project, the responsive submission by the proposed Contractor or Consultant, the proposed contract amount for the Project, the proposed contract, and the date on which Municipality intends to award the contract. County may disapprove the proposed contract: (a) for failure to comply with any requirement of this Agreement; (b) if the contract price exceeds or is materially inconsistent with the Funding Schedule (absent good cause, as determined by Contract Administrator); or (c) after consultation with Project Manager, for any other good cause as determined in the sole discretion of the Contract Administrator. If County disapproves any proposed contract, County must provide notice of such disapproval within twenty (20) days after receipt of the notice and the documents required pursuant to this section; if not timely disapproved, the proposed contracts shall be deemed approved.

3.5.3. For the contract with Contractor, the following provisions from the Surtax-Funded Projects Form Construction Contract must be included:

- 3.5.3.1. Contract, Article 3 (Contract Time)
- 3.5.3.2. Contract, Article 5 (Progress Payments; Retainage)
- 3.5.3.3. Contract, Article 6 (Acceptance and Final Payment)
- 3.5.3.4. General Conditions, Article 4 (Performance Bond and Payment Bond) and Article 5 (Qualification of Surety)
- 3.5.3.5. General Conditions, Article 17 (Project Records and Right to Audit) (*see also* Section 8.1 herein)
- 3.5.3.6. General Conditions, Article 33 (Location and Damage to Existing Facilities, Equipment, or Utilities)
- 3.5.3.7. General Conditions, Article 38 (Change Orders) and Article 39 (Value of Change Order Work)
- 3.5.3.8. General Conditions, Article 14 (Superintendence and Supervision)
- 3.5.3.9. General Conditions, Article 20 (Differing Site Conditions)
- 3.5.3.10. General Conditions, Article 40 (Notification and Claim for Change of Contract Time or Contract Price)
- 3.5.3.11. General Conditions, Article 41 (No Damages for Delay)
- 3.5.3.12. General Conditions, Article 42 (Excusable Delay; Compensable; Non-Compensable)
- 3.5.3.13. General Conditions, Article 53 (Domestic Partnership)
- 3.5.3.14. General Conditions, Article 54 (Equal Employment Opportunity and CBE/SBE Compliance)
- 3.5.3.15. Supplemental Wage Requirements (Prevailing Wage Rate Ordinance)

3.5.4. For the contract with Consultant, the following provisions from the Surtax-Funded Projects Form Consultant Contract must be included:

- 3.5.4.1. Article 4 (Time for Performance; Contractor Damages)
- 3.5.4.2. Sections 5.3 and 5.4 (Reimbursable Expenses; Method of Billing)
- 3.5.4.3. Section 7.5 (Truth in Negotiation)
- 3.5.4.4. Section 7.9 (Domestic Partnership Requirement)
- 3.5.4.5. Article 10 (Equal Employment Opportunity and CBE Compliance)
- 3.5.4.6. Section 11.4 (Public Records and Trade Secrets)
- 3.5.4.7. Section 11.5 (Audit Rights)
- 3.5.4.8. Section 11.8 (Indemnification)
- 3.5.4.9. Section 11.14 (Drug-Free Workplace)

ARTICLE 4. TERM AND TIME OF PERFORMANCE

- 4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall end on July 24, 2024 . (“Initial Term”).
- 4.2. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of transportation surtax funds in accordance with Chapter 129, Florida Statutes.
- 4.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality’s performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 5. FUNDING AND SURETY

- 5.1. Surtax Funding. County shall provide funding to Municipality for the Project in accordance with the Funding Schedule (**Exhibit B**). Any amounts, costs, or expenses indicated as ineligible for funding in Exhibit B shall not be funded by County but must instead be funded by Municipality from non-surtax funds. The Parties agree and acknowledge that all funding provided by County to Municipality under this Agreement shall be paid exclusively from and subject to the availability of proceeds from the transportation surtax levied pursuant to Section 212.055(1), Florida Statutes, and County shall not have any obligation to provide, nor shall County provide, any funding from County’s general revenue or any other County source. Municipality agrees and stipulates that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the purposes permitted under Section 212.055(1), Florida Statutes.
- 5.2. Method of Billing and Payment. Municipality shall invoice County only in accordance with the Funding Schedule. Any credit due to County under Section 5.6 must be reflected on the next applicable invoice. To be proper, each invoice must comply with the requirements of Exhibit B and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date by Municipality under this Agreement were utilized only for the Project, only for the portion(s) of the Project that the Oversight Board and County determined were eligible for surtax funding, and only for purposes

that Municipality independently determined were eligible for surtax funding. County shall pay Municipality in accordance with the Funding Schedule within thirty (30) days of receipt of Municipality's proper invoice. Payment shall be made to Municipality at the address designated by Municipality for notices pursuant to Section 11.6.

5.3. Phases; Funding Schedule. The Funding Schedule may provide for funding the Project in phases or by deliverable, with the funding for subsequent phases or deliverables to be determined after completion of prior phases or particular deliverables. Any such later-determined funding for the Project, including any modification to the funding amount(s), phase(s), or deliverable(s) stated in the Funding Schedule, shall require a written amendment to this Agreement with an amended Funding Schedule attached thereto setting forth the next phase(s) or deliverable(s) and applicable funding for same. All terms and conditions of this Agreement shall apply to any such amended Funding Schedule. The County Administrator, on behalf of County, and the Municipality's City Manager, on behalf of Municipality, are authorized to execute amendments to this Agreement to incorporate an amended Funding Schedule, provided the total of all funding obligations of County under this Agreement does not exceed the total Maximum Funding Amount. Any amended Funding Schedule or other amendment that would cause County's total funding obligations under this Agreement to exceed the Maximum Funding Amount shall not be effective unless approved by the Board.

5.4. Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule (including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Construction (inclusive of 5% contingency)	\$347,834.00
MAXIMUM FUNDING AMOUNT:	\$347,834.00

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5.5. Adjustments for Corridor Projects; Funding Withholding; Other Delayed Funding.

5.5.1. In order to avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of the Project with other projects that affect the same or nearby transportation elements, including, without limitation, other Surtax-Funded Projects and other County or State roadway projects (collectively, "Corridor Projects"). The Contract Administrator shall provide prompt notice to Municipality if County determines that the timing of the Project requires adjustment due to a Corridor Project. Upon receipt of such a notice, Municipality shall use best efforts to suspend any additional work on the Project pending an agreed adjustment to the Project Schedule, and the Parties shall cooperate to mutually approve an adjusted Funding Schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator) and Project Schedule. County may withhold any otherwise scheduled funding until such adjustments are mutually approved by the Parties. To the extent some or all of the Project costs are modified as a direct result of a timing adjustment to accommodate a Corridor Project, such modified costs shall be addressed in an amendment to the Funding Schedule and, if necessary, an amendment to this Agreement.

5.5.2. If commencement or completion of a phase of the Project is delayed beyond its scheduled date by more than one (1) year, or work suspended for more than one (1) year, the Funding Schedule may be unilaterally adjusted as to timing (but not amount) by written notice issued by the Contract Administrator, after consultation with Municipality, to reflect the delay; any adjustment to the amount of funding for any phase in connection with the delay shall require an amended Funding Schedule in accordance with Section 5.3.

5.6. Overpayments; Refunds. Any funding provided by County under this Agreement for a Phase that exceeds the actual amounts expended by Municipality in accordance with this Agreement for that Phase shall be credited against the next invoice to County or refunded to County, as elected by County. Any funding provided by County under this Agreement that exceeds actual amounts paid by Municipality for the Project shall be promptly refunded to County upon Municipality's discovery of an overpayment, County's request for refund, or sixty (60) days after completion of the Project, whichever occurs first. For purposes of this calculation, any interest expense(s) incurred by Municipality are not an allowable cost. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or any Subcontractor (collectively, "Proceeds") shall be either credited against future funding due from County under this Agreement or paid by Municipality to County within thirty (30) days after its receipt of the Proceeds, as elected by County. The total Proceeds amount credited or refunded to County shall not exceed the total funding provided by County under this Agreement. Municipality shall promptly notify County of any amount of Proceeds received by or credited to Municipality, and of any claims filed or asserted relating to the Project. For unresolved claims or

litigation, the Parties shall cooperate to ensure any Proceeds are first credited or repaid to the benefit of County before any other allocation.

5.7. Separate Accounting. Municipality shall deposit and maintain all funding received from any source for the Project in a segregated fund or account, which shall be subject to audit pursuant to Article 8. Any interest earned by Municipality on any funds provided under this Agreement shall be credited against the funding otherwise due from County under this Agreement and must be utilized by Municipality solely in accordance with the terms of this Agreement. Upon prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for the Project funds provided the accounting method permits a full and complete audit of the funds as required by Article 8.

5.8. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of the funds in accordance with this Agreement, applicable law, and the Board-approved transportation surtax program. Failure of Municipality or the Project to comply with the Reporting Requirements or the Performance Metrics may also be a basis to withhold or limit future funding for the Project, as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly stated otherwise herein, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance with the applicable terms and conditions of this Agreement is cured to the reasonable satisfaction of Contract Administrator.

5.9. Final Invoice and Reconciliation. Unless otherwise stated in the Funding Schedule or approved by the Contract Administrator, Municipality must submit the final invoice to County no later than one hundred twenty (120) days after the completion of the Project. The final invoice must be accompanied by a complete summary of all expenses incurred and all amounts paid for the Project, all funding, Proceeds, interest, or other amounts received relating to the Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Final Reconciliation"). Upon request by the Contract Administrator, Municipality shall provide any backup or additional documentation requested relating to the Final Reconciliation; if County or Municipality identifies any error or omission in the Final Reconciliation, Municipality shall resubmit a corrected final invoice and corrected Final Reconciliation. County shall pay the correct final invoice after review and approval of the Final Reconciliation.

ARTICLE 6. TRANSPORTATION SURTAX PROJECT COORDINATION AND PARTICIPATION

6.1. Reporting Requirements. Unless waived in writing by the Contract Administrator, Municipality shall comply with the Reporting Requirements set forth in **Exhibit C**. In addition, Municipality shall provide written reports to the Contract Administrator consisting of the following information as of the date of the report, with monthly information provided within thirty (30) days after the end of the applicable month, quarterly information provided within

forty-five (45) days after the end of the applicable quarter, and annual information provided within one hundred eighty (180) days after the end of the fiscal year:

6.1.1. Quarterly Report on Expenditures: For both total to date and total for the applicable quarter, the total funds received from any funding source for the Project (itemized by funding source) and total funds (by funding source) expended to date for the Project;

6.1.2. Monthly Report on Project Schedule: The updated Project Schedule, summary of progress during the applicable quarter, and any adjustments to the Project Schedule (including all approved adjustments and pending requests for adjustments);

6.1.3. Monthly report on Material Changes or Impacts: All material changes to the Project, the Project Schedule, or any other aspect of the Project that may impact the cost of the Project or the ability of the Project to achieve the intended goals or purposes; and

6.1.4. Annual Audit Reports: On an annual basis, copies of Municipality's most recent annual financial reporting packages, reports, or other information required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of Municipality's most recent single audit complies with this requirement.

6.2. Performance Metrics. Municipality must ensure that the quality, progress, and nature of the Project strictly comply with the Performance Metrics stated in Exhibit C. The Contract Administrator may modify the Performance Metrics for the Project at any time with the written approval of the Project Manager. In addition to the reporting required pursuant to Section 6.1 above, Municipality shall provide written reports to the Contract Administrator on at least an annual basis, no later than ninety (90) days after the end of the fiscal year, documenting the Project's compliance with the applicable Performance Metrics. The Contract Administrator or designee will provide technical assistance and support, as may be reasonably requested by Municipality, and shall make available to Municipality a centralized repository of relevant, available metrics and data.

6.3. Permitting for Surtax-Funded Projects. To decrease public inconvenience and to facilitate the expeditious and efficient completion of Surtax-Funded Projects, for any Surtax-Funded Project that is performed by County and is in whole or in part within the geographical boundaries of Municipality, Municipality shall waive, to the full extent permissible under applicable law, all municipal permitting requirements, except to the extent of any portion of the work performed by County that will be owned, operated, and maintained by Municipality. The waiver shall include, but not be limited to, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with State and County standards for work in the public right of way. County shall waive, to the full extent permissible under applicable law, all County permitting fees for municipal Surtax-Funded Projects.

6.4. Road Closures. Municipality shall institute and comply with a cooperative notification program that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads that are closed for any reason, including but not limited to the Project, other construction, or flooding, in a format prescribed by County. Providing Municipality consistently utilizes the cooperative notification program established by County and promptly cures any nonperformance upon notice by County, nonrecurring or isolated incidents of failure by Municipality to timely notify as required by this Section 6.4 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.5. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including, but not limited to, signage prominently acknowledging the surtax funding source of Surtax-Funded Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County pursuant to this Section 6.5 shall be fully funded by County. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this Section 6.5 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.6. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure the Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County shall be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County in order to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County any and all access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within thirty (30) days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this Section 6.6 shall not be a basis for withholding or nonpayment of funding by County under this Agreement.

6.7. Conflict of Interest.

6.7.1. Municipality represents and agrees that it has not contracted, and will not contract during the term of this Agreement, with the MPO for the MPO to perform any of the following services (collectively, the "Contracting Prohibitions"):

6.7.1.1. Any design, construction, oversight, or management services relating to any Surtax-Funded Project or any proposed project for which transportation surtax funding is being or will be sought;

- 6.7.1.2. Any planning, oversight, or reporting services relating to any receipt by Municipality of community shuttle surtax funding; or
- 6.7.1.3. Any grant writing or grant consultation services in connection with any Surtax-Funded Project (or proposed Surtax-Funded Project).

6.7.2. The foregoing Contracting Prohibitions:

- 6.7.2.1. Shall not apply to any state- or federally-mandated services provided by the MPO for which services the MPO does not receive any compensation from Municipality beyond Municipality's annual contribution to the MPO;
- 6.7.2.2. May be waived by the County Administrator in connection with any Surtax-Funded Project for which the County Administrator determines, in his or her sole discretion, that such waiver is in the best interest of Broward County for reasons including, but not limited to, that such waiver would permit the performance of services reasonably necessary to obtain significant state or federal matching funds in connection with any project or proposed project. No such waiver shall be effective unless approved by the County Administrator in writing; and
- 6.7.2.3. Do not prohibit or in any way impede the ability of Municipality to contract with any entity other than the MPO for transportation planning services whether or not such services are in connection with any Surtax-Funded Project.

The Parties agree that any violation of the Contracting Prohibitions will constitute a material breach of this Agreement which, in addition to all other remedies available to County under this Agreement, would permit County to terminate this Agreement, withhold all funds otherwise payable to Municipality under this Agreement, and require Municipality to repay County in full for any funds previously paid by County under this Agreement.

6.8. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under this Agreement, without prior written approval from County. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within ninety (90) days after the sale, transfer, or disposal, an amount equal to the greater of County's share of the fair market value or the straight line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used

for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

6.9. Affirmation of MPO Prioritization and Ranking Process. Municipality acknowledges that the prioritization and ranking process of municipal capital projects for fiscal year 2020 was completed in compliance with all applicable obligations of County and the MPO; and was informed by each project's ability to alleviate traffic congestion and improve connectivity, as well as shovel-readiness, construction work planned in the vicinity of a proposed project, corridor delivery timing, and other existing conditions that allow surtax revenues to be utilized responsibly, efficiently, and with the least interruption to residents and businesses. Municipality hereby waives and releases any and all claims it has or may have that accrued at any time prior to the effective date of this Agreement, which claims, in any way, relate to, result from, or are in connection with the prioritization and ranking process of municipal capital projects for fiscal year 2020 or the County's funding decisions related thereto. Municipality agrees and stipulates that the MPO prioritization and ranking process for fiscal year 2020 was proper and consistent with the applicable interlocal agreements and that the County is not, as of the effective date of this agreement, in breach or default of any provision of any applicable interlocal agreement relating in any way to expenditure of transportation surtax proceeds.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to the Project or this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the

Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers, and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Project. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations, or performance relating to the Project of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Project or this Agreement until the later of five (5) years after expiration or termination of this Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. The Project and all expenditures relating to the Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with any other Audited Entity. Municipality shall further include in its contract with Contractor and its contract with Consultant the following provision:

“If an audit inspection or examination in accordance with this provision discloses overpricing or overcharges to Municipality (of any nature) by the contractor or the contractor’s subcontractors in excess of five percent (5%) of the total contract billings reviewed, the reasonable actual cost of any audit conducted by or on behalf of Municipality, Broward County, or the Independent Transportation Surtax Oversight Board shall be reimbursed by contractor to the Municipality or Broward County, as applicable, along with any required adjustments for the overpricing or overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the contractor’s invoices or records shall be made within a reasonable amount of time (not to exceed 30 days) after presentation of the audit findings to contractor.”

8.2. Performance Audit. The Project, and all funding received, maintained, or expended by Municipality for the Project, shall be subject to audits and reviews by the Oversight Board at its expense (and subject to reimbursement pursuant to this article) for the duration of the Project and continuing until five (5) years after the later of completion of the project, expiration or termination of this Agreement, or resolution of any audit findings. Municipality shall fully cooperate and provide any and all requested Contract Records as may be requested by the Oversight Board. The Project and all funds received, maintained, or expended relating to the Project shall be subject to the Oversight Board’s review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated by the Board upon sixty (60) days’ prior written notice if the Board determines that the Project cannot be funded with surtax funding under applicable law, including Section 212.055, Florida Statutes. This Agreement may be immediately terminated by written notice by the County Administrator if the transportation surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the Project in compliance with this Agreement, including the Project Schedule (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of this Agreement or the Project by Municipality, Contractor, or Consultant;

9.2.4. Contractor's or Consultant's act or omission that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.5. Utilization of the funding provided by County under this Agreement in a manner that violates applicable law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

9.4. If this Agreement is terminated by County, Municipality shall be paid from proceeds of the surtax levied pursuant to Section 212.055, Florida Statutes, if funding is available, for any work on the Project properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable.

9.5. In addition to any right of termination stated in this Agreement, County and Municipality shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate this Agreement upon thirty (30) days' prior written notice to County if Municipality determines not to proceed with the Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County under this Agreement, or (b) prior to the effective date of termination, Municipality returns all funding received from County under this Agreement, including any interest earned by Municipality on any funds provided by County under this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with Contractor and Consultant, and shall require inclusion of the foregoing or similar language in their contracts with Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of the County Business Opportunity Act, Section 1-81, et seq., Broward County Code of Ordinances, in the award and administration of any contract or agreement regarding the Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County

Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for the Project by utilizing (or requiring the utilization of) CBE firms for at least thirty percent (30%) of total Project costs, except that no CBE commitment shall apply to agreements that are subject to other participation goals (e.g., federal DBE program or SBE reserves), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible by state or federal law, and agreements to which goals are not assigned by the County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality to substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, shall substitute another CBE firm in order to meet the CBE goal, unless otherwise provided in this Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project; in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in its contract with Contractor:

"The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to fifty percent (50%) of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by Broward County, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality, or must be paid by Municipality to Broward County within thirty (30) days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the

OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment.”

10.6. Municipality shall require Contractor and Consultant to provide written monthly reports to the Municipality and the Contract Administrator no later than ten (10) business days after the end of the month regarding Contractor’s and Consultant’s compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor’s and Consultant’s progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. In the event of a dispute regarding the performance of this Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that the respective staff have failed to resolve despite diligent good faith efforts, the Contract Administrator and the Project Manager (or other appropriate representative(s) designated by County or Municipality, respectively) shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; if either Party thereafter provides written notice of impasse, the Mayors or Vice-Mayors of the County and Municipality shall meet in person or via videoconference within ten (10) business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration; any resolution must be approved by the governing bodies of both Parties to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.2. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.3. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.5. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.6. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Administrator
Attn: Monica Cepero
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

With a copy to:

Broward County Attorney's Office:
Attn: Angela J. Wallace
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ajwallace@broward.org

FOR MUNICIPALITY:

City Manager of City of Coral Springs
Attn: Frank Babinec
9500 West Sample Road
Coral Springs, Florida 33065
Email address: fbabinec@coralsprings.gov

11.7. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.8. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.9. Compliance with Laws. Municipality and the Project must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.10. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.11. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.12. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.14. Priority of Provisions. Unless otherwise expressly stated in this Agreement, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect. In the event of a conflict between this Agreement and the Transportation System Surtax Interlocal Agreement, executed by County on August 29, 2018, as amended, the provisions of this Agreement shall prevail and be given effect.

11.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared

with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.18. Payable Interest

11.18.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.18.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

11.20. Prevailing Wage Requirement. If construction work in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) is required of, or undertaken by, Municipality as a result of this Agreement, Section 26-5, Broward County Code of Ordinances, as amended from time to time, shall be deemed to apply to such construction work. Municipality shall ensure Contractor fully complies with the requirements of such ordinance and satisfies, complies with, and completes the required forms as set forth in the Surtax-Funded Projects Form Construction Contract or such other contract as is approved pursuant to this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Living Wage Requirement. To the extent Contractor is a “covered employer” within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Municipality shall include in its written agreement with

Contractor that Contractor agrees to and shall pay to all of its employees providing “covered services,” as defined in the ordinance, a living wage as required by such ordinance, and shall fully comply with the requirements of such ordinance, and that Contractor shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

11.23. Workforce Investment Program. Municipality acknowledges the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code (“Workforce Investment Program”). Municipality shall include in its contract with Contractor the requirements of the Workforce Investment Program and Contractor’s agreement to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth in the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Municipality or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement.

11.24. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 3.2 (Municipal Responsibility for the Project); Section 5.6 (Overpayments; Refunds); Article 6 (Transportation Surtax Project Coordination and Participation); Article 7 (Indemnification); Article 8 (Auditing); Section 11.2 (Public Records); Section 11.15 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.18 (Payable Interest).

11.25. Approvals. To be effective, any approval under this Agreement made by or on behalf of the County, County Administrator, Contract Administrator, Project Manager, or other representative of either Party must be in writing.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its County Administrator, authorized to execute same by Board action on the 25th day of August 2020, Agenda Item No. 86, and Municipality, signing by and through its Authorized Signer duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
County Administrator

____ day of _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
William J. Bucciero (Date)
Assistant County Attorney

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/WJB/hb
Municipal Interlocal Agreement for BC-CSPRINGS-FY2020-00001
12/15/2022
#22-114.00

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF CORAL SPRINGS FOR
SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT: UNIVERSITY DRIVE AND WILES
ROAD MILLING, PAVING, AND RESURFACING OF ROADWAYS (BC-CSPRINGS-FY2020-00001)**

MUNICIPALITY

ATTEST:

CITY OF CORAL SPRINGS

Georgia Elliot, City Clerk

By: _____
Scott Brook, Mayor

Print Name

_____ day of _____, 2022

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

Sherry Whitacre
Sherry Whitacre (Jan 4, 2023 08:21 EST)

Sherry Whitacre, Senior Deputy City Attorney

EXHIBIT A
Project Description and Project Schedule

1. Project: As further detailed in the signed and sealed plans and specifications ("Scope of Work") attached hereto as Attachment 1 to this Exhibit A, this Project includes the following

The first project area consists of the restoration and maintenance of the west alleyway of University Drive, between NW 16th Ave and NW 19th Ave. The scope of work includes but is not limited to, furnishing all labor and equipment, material, and services necessary for the 1" milling of asphalt pavement, installation of 1" of asphalt overlay, repairing of concrete valley gutters, and pavement striping replacement. Scope also includes, site investigation, permitting, maintenance of traffic, roadway/right of way restoration to include signage and pavement marking. All items on the plans shall be furnished and installed in accordance with current editions of the Manual of Uniform Traffic Control Devices (MUTCD), FDOT Standard Specifications for Road and Bridge Construction (Standard Specifications), FDOT Design Standards (Standard Indexes), Broward County Minimum Standards and Broward County Traffic Engineering Division Standards and Specifications.

The second project area consists of the restoration and maintenance of the south alleyway of Wiles Road, between Woodside Drive and NW 45th Street. The scope of work includes but is not limited to, furnishing all labor and equipment, material, and services necessary for the regrading of 4" depth of limerock, 2" milling of asphalt pavement, installation of 2" of asphalt overlay, manhole adjustments, tree removal, and pavement striping replacement. Scope also includes, site investigation, permitting, maintenance of traffic, roadway/right of way restoration to include signage and pavement marking. All items on the plans shall be furnished and installed in accordance with current editions of the Manual of Uniform Traffic Control Devices (MUTCD), FDOT Standard Specifications for Road and Bridge Construction (Standard Specifications), FDOT Design Standards (Standard Indexes), Broward County Minimum Standards, and Broward County Traffic Engineering Division Standards and Specifications.

2. Deliverables:

Municipality shall provide quantifiable, measurable, and verifiable units of Deliverables as set forth below. Each Deliverable must specify the required minimum level of work to be performed and the criteria for evaluating successful completion of the Deliverable.

DELIVERABLES: Construction Phase

No.	Description	Duration/Deadline	Acceptance Criteria
1	Execution of ILA between County and Municipality	1/25/2023	ILA fully executed by City and City government signed resolution.

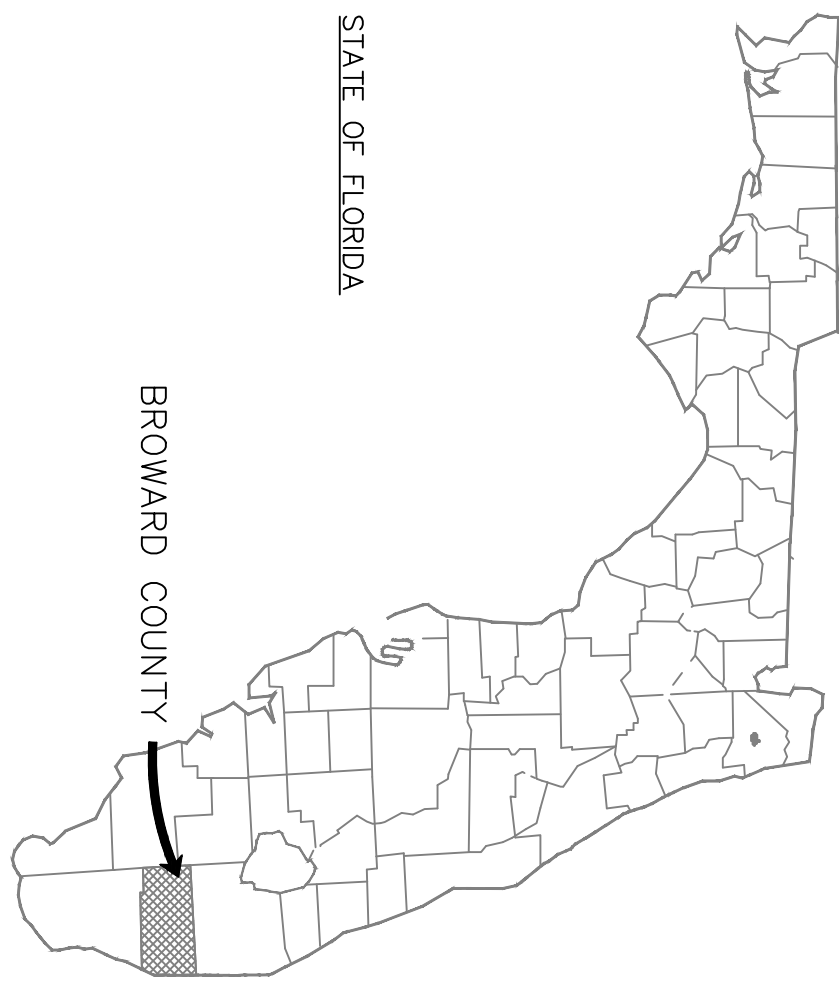
2	Project Construction Advertising Bid and Award	60 days after execution	Construction Bid and Award approved by County.
3	Executed Construction Contract, Notice to Proceed, and Commencement of Project	40 days after Project Construction Advertising Bid and Award	Executed Construction Contract in the form approved by County and NTP Issued by Municipality
4	Permitting, Mobilization and Commencement of Work	30 days after NTP	Required Permits pulled by Contractor Completion of site preparation and Commencement of Work.
5	Proposed Construction of alleyway (including milling, grading, resurfacing, and rim adjustments).	150 days after NTP	City of Coral Springs Specs, Broward County Traffic Engineering Division (BCTED); PMO progress reports subject to review and approval by County.
6	Substantial Completion	180 days after NTP	Site walkthrough with a potential punch list created. Conditions of permits and regulatory agencies satisfied.
7	Final Completion Includes final inspection.	195 days after NTP	Project is certified, Consultant/Engineer/PM's Notice of Acceptability presented to City, and Final Payment Issued.

3. Project Schedule:

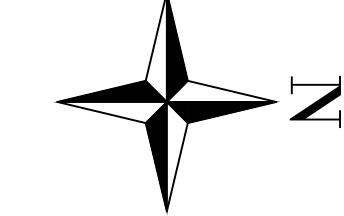
Description	Deadline
County and City execution of Project Specific ILA	2/01/2023
Bid Advertisement and Bid Award	3/25/2023
Construction Contract Execution, Notice to Proceed, and Project Commencement (Deliverables 3 and 4)	6/04/2023
Proposed Construction of Alleyways	11/1/2023
Substantial Completion	12/1/2023
Final Project Completion	12/16/2023

N UNIVERSITY DRIVE ALLEYWAY IMPROVEMENTS

LOCATION



ALLEYWAY EAST OF N UNIVERSITY DRIVE
FROM NW 16TH STREET TO NW 19TH STREET
CITY OF CORAL SPRINGS, FLORIDA



Sheet List Table	
Sheet Number	Sheet Title
C1.0	COVER SHEET
C2.0	GENERAL NOTES
C3.0	ENGINEERING PLAN
C3.1	ENGINEERING PLAN
C3.2	ENGINEERING PLAN
C3.3	ENGINEERING PLAN
C4.0	ENGINEERING DETAILS

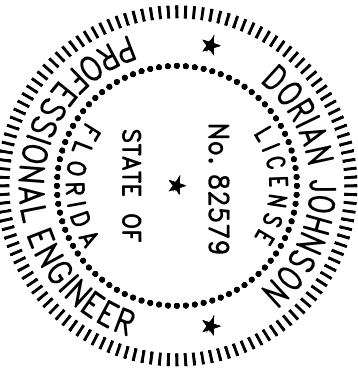
PROJECT TEAM

CIVIL ENGINEER
CITY OF CORAL SPRINGS
3800 NORTHWEST 83TH AVENUE
CORAL SPRINGS, FL 33065
PHONE: 954-345-2196
CONTACT: DORIAN T. JOHNSON, P.E.

OWNER
CITY OF CORAL SPRINGS
4181 NORTHWEST 121ST AVENUE
CORAL SPRINGS, FL 33065
PHONE: 954-345-2219
CONTACT: GLEN GORDON

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS
MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION.
THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA

ALL TRAFFIC CONTROL DEVICES MAINTAINED BY BROWARD
COUNTY, THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION,
SHALL BE REPLACED USING CURRENT BROWARD COUNTY
TRAFFIC ENGINEERING DIVISION STANDARDS

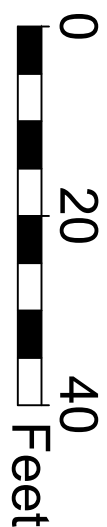
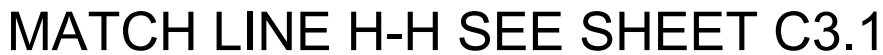


This item has been digitally signed and sealed by
Dorian Johnson, P.E., on 6/22/2022.
Printed copies of this document are not
considered signed and sealed and the signature
must be verified on any electronic copies.



REVISIONS	DESCRIPTION	BY	DATE	CORAL SPRINGS EVERYTHING UNDER THE SUN							
											
				9500 West Sample Rd, Coral Springs, FL 33065 Ph: 954-345-2160 Fax: 954-345-2169							
				DRAWN BY D.T.L.	DATE 6/22/22	CHECKED BY C.L.M.	DATE 6/22/22	APPROVED BY: DORIAN JOHNSON P.E. No. 82579	N UNIVERSITY DRIVE ALLEYWAY IMPROVEMENTS CITY OF CORAL SPRINGS	COVER SHEET	SHEET NO. C1.0

[illegible]



RIGHT-OF-WAY/PROPERTY LINE

EXISTING FIRE HYDRANT

EXISTING SIGN

EXISTING MANHOLE

PROPOSED MILLING AND RESURFACING
SEE DETAILS ON SHEET C4.0

PROPOSED CONCRETE

1. INSTALL ALL PAVEMENT MARKINGS IN ACCORDANCE WITH BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS.
2. ALL SIGNS SHOWN ARE EXISTING AND ARE TO REMAIN.
3. ALL PAVEMENT MARKING ARROWS AND MESSAGES TO BE INSTALLED AS PER FOOT STANDARD INDEXES CONFORMING TO BROWARD COUNTY TRAFFIC ENGINEERING DIVISION REQUIREMENTS.
4. BLUE/BLUE RWMS TO BE INSTALLED IN CENTER OF CLOSEST TRAVEL LANE AT ALL FREE HYDRANT LOCATIONS.

1. CONTRACTOR TO INSTALL TEMPORARY STOP BARS BY THE END OF EACH DAY UNTIL PROJECT COMPLETION.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THE SIGNING AND MARKINGS HAVE BEEN INSTALLED IN CONFORMANCE WITH THE PLANS.
3. CONTRACTOR SHALL TAKE PHOTOGRAPHS TO DOCUMENT THE CONFORMANCE

4. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING THE SIGNED AND SEALED LETTER REQUESTING BOICD INSPECTION AND CERTIFYING THAT THE PROJECT CONFORMS TO THE APPROVED PLAN. LETTER SHALL BE COMPLETED BY PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA.
5. CONTRACTOR TO PERSONAL SITE VISIT PRIOR TO BID SUBMITTAL FOR THE PROJECT.
6. THE PROJECT SHALL BE CONSIDERED TO BE A "DRY" PROJECT. CLEANOUTS, WATER METERS, ELECTRICAL, METERS AND IRRIGATION MAINS, WITHIN LIMITS OF WORK SHALL REMAIN AND BE PROTECTED.
7. CONTRACTOR TO ROOT PRUNE TREES AND REMOVE VEGETATION ALONG PROPOSED LIMITS OF ASPHALT AND CURBING AS PER PLAN WITHOUT JEOPARDIZING ANY ENDANGERED SPECIES.

1. WHERE PROPOSED ASPHALT IS TO MEET EXISTING DRIVEWAY, MATCH EXISTING DRIVEWAY GRADE.
2. PROPOSED MILLING AND RESURFACING SHALL MATCH EXISTING ELEVATIONS.
3. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM PROPOSED CURBING.
4. CONTRACTOR TO INSURE POSITIVE DRAINAGE TOWARDS INLETS WHEN REPLACING VALLEY GUTTER. LINEAR FOOTAGE CALLED OUT ON THE PLANS IS APPROXIMATE.

1. MILL EXISTING ASPHALT PAVEMENT (1") TAPEDED SEE MILLING DETAILS (TYP).
2. TYPE SP-9.5 (FNE) STRUCTURAL COURSE (1") (TRAFFIC 4).
3. FINISH AND INSTALL (1") COMPOSITE RINGS FOR ALL MANHOLE ADJUSTMENTS.
4. EXISTING PAVEMENT MARKERS SHALL BE REPAIRED.
5. ALL DOUBLE YELLOW CENTERLINE MARKINGS SHALL BE REPAIRED.

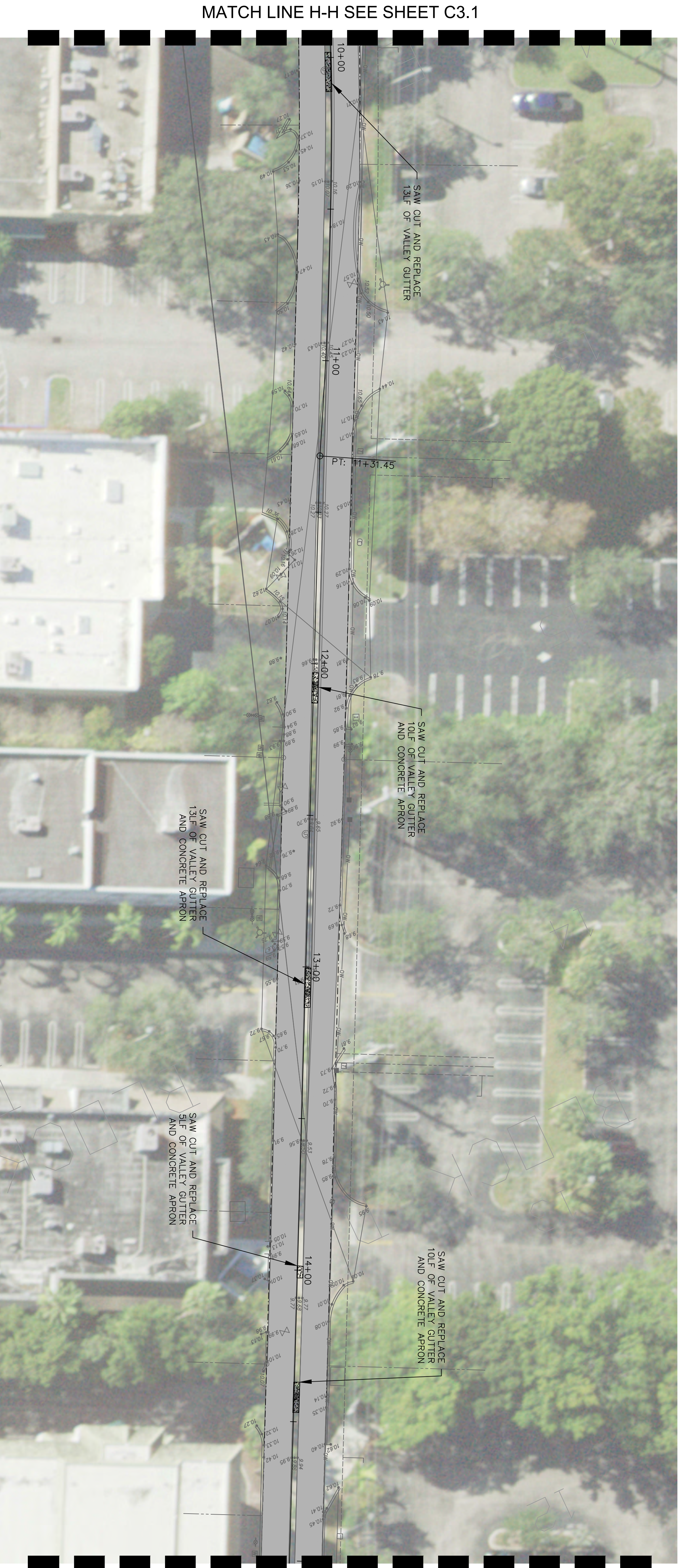
INSTALL ALL AMBER/AMBER OR 40 °C. CONTRASTOR SHALL INDICATED ON ALL BULLNOSES, CONTINUOUS AND SKIP STRIPS WHERE REQUIRED.

A circular professional seal for Dorian Johnson, a Professional Engineer in the State of Florida. The seal features the text "DORIAN JOHNSON" at the top, "PROFESSIONAL ENGINEER" at the bottom, and "STATE OF FLORIDA" in the center. The license number "No. 82579" is prominently displayed in the middle. The seal is surrounded by a decorative border of small stars.

This item has been digitally signed and sealed by
Dorian Johnson, PE, on 6/22/2022.

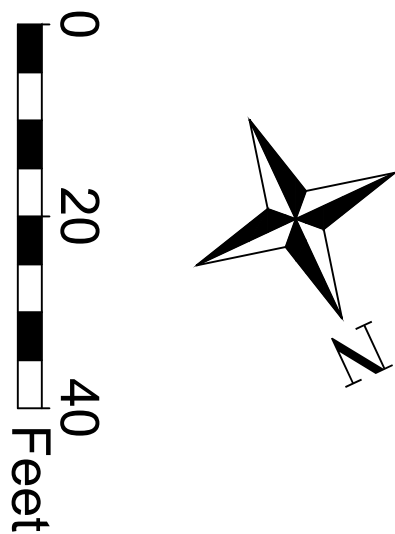
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must be verified on any electronic copies.





MATCH LINE H-H SEE SHEET C3.1

MATCH LINE H-H SEE SHEET C3.3



LEGEND

- RIGHT-OF-WAY/PROPERTY LINE
- ⊕ EXISTING FIRE HYDRANT
- ⬇ EXISTING SIGN
- ⊙ EXISTING MANHOLE
- ▬ PROPOSED MILLING AND RESURFACING.
SEE DETAILS ON SHEET C4.0
- ▨ PROPOSED CONCRETE

SIGNING AND MARKING NOTES:

- INSTALL ALL PAVEMENT MARKINGS IN ACCORDANCE WITH BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARD SPECIFICATIONS.
- ALL SIGNS SHOWN ARE EXISTING AND ARE TO REMAIN.
- ALL PAVEMENT MARKING ARROWS AND MESSAGES TO BE INSTALLED AS PER FOOT STANDARD INDEXES CONFORMING TO BROWARD COUNTY TRAFFIC ENGINEERING DIVISION REQUIREMENTS.
- BLUE/BLUE RPMS TO BE INSTALLED IN CENTER OF CLOSEST TRAVEL LANE AT ALL FIRE HYDRANT LOCATIONS.

CONTRACTOR NOTES:

- CONTRACTOR TO INSTALL TEMPORARY STOP BARS BY THE END OF EACH DAY OF CONSTRUCTION.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THE SIGNING AND MARKINGS HAVE BEEN INSTALLED IN CONFORMANCE WITH THE PLANS.
- CONTRACTOR SHALL TAKE PHOTOGRAPHS TO DOCUMENT THE CONFORMANCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING THE SIGNED AND SEALED LETTER REQUESTING BCTED INSPECTION AND CERTIFYING THAT THE PROJECT CONFORMS TO THE APPROVED PERMITS. THE PERMITS SHALL BE COMPLETED BY PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA.
- CONTRACTOR TO PERFORM SITE VISIT PRIOR TO BID SUBMITTAL FOR THE PROJECT.
- ALL EXISTING UTILITIES, INCLUDING BUT NOT LIMITED TO, DRAINAGE CLEANOUTS, WATER METERS, ELECTRICAL METERS, AND IRRIGATION MAINS, WITHIN LIMITS OF WORK SHALL REMAIN AND BE PROTECTED.
- CONTRACTOR TO ROOT PRUNE TREES AND REMOVE VEGETATION ALONG PROPOSED LIMITS OF ASPHALT AND CURBING AS PER PLANS WITHOUT JEOPARDIZING ANY ENDANGERED SPECIES.

PAVING, GRADING, AND DRAINAGE NOTES:

- WHERE PROPOSED ASPHALTS IS TO MEET EXISTING DRIVEWAY, MATCH EXISTING DRIVEWAY GRADE.
- PROPOSED MILLING AND RESURFACING SHALL MATCH EXISTING ELEVATIONS.
- CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM PROPOSED CURBING.
- CONTRACTOR TO INSURE POSITIVE DRAINAGE TOWARDS INLETS WHEN REMOVAL OF EXISTING GUTTER LINEAR FOOTAGE CALLED OUT ON THE PLANS IS APPROXIMATE.

TYPICAL PAVEMENT DESIGN:

- MILL EXISTING ASPHALT PAVEMENT (1") TAPERED SEE MILLING DETAILS (TYP).
- TYPE SP-9.5 (FINE) STRUCTURAL COURSE (1") (TRAFFIC C).
- FURNISH AND INSTALL (1") COMPOSITE RINGS FOR ALL MANHOLE ADJUSTMENTS.
- PROVIDE REFLECTIVE PAVEMENT MARKERS INDEBT (RPM's).
- ACCOMPANIED BY AMBER/AMBER AT 40' O.C. CONTRACTOR SHALL INSTALL ALL AMBER/AMBER AND/OR COLORLESS/RED RPMS AS INDICATED ON ALL BULLDOSES, CONTINUOUS AND SKIP STRIPS WHERE REQUIRED.

REVISIONS	DESCRIPTION	BY	DATE

CORAL SPRINGS
— EVERYTHING UNDER THE SUN —



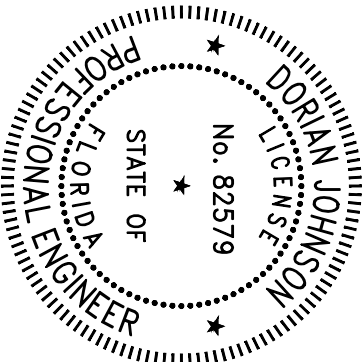
9500 West Sample Rd, Coral Springs, FL 33065
Ph: 954-345-2160 Fax: 954-345-2169

DRAWN BY	DATE	CHECKED BY	DATE
D.T.L.	6/22/22	CLM	6/22/22

APPROVED BY:
DORIAN JOHNSON
P.E. No. 82579

**N UNIVERSITY DRIVE ALLEYWAY
IMPROVEMENTS**

CITY OF CORAL SPRINGS

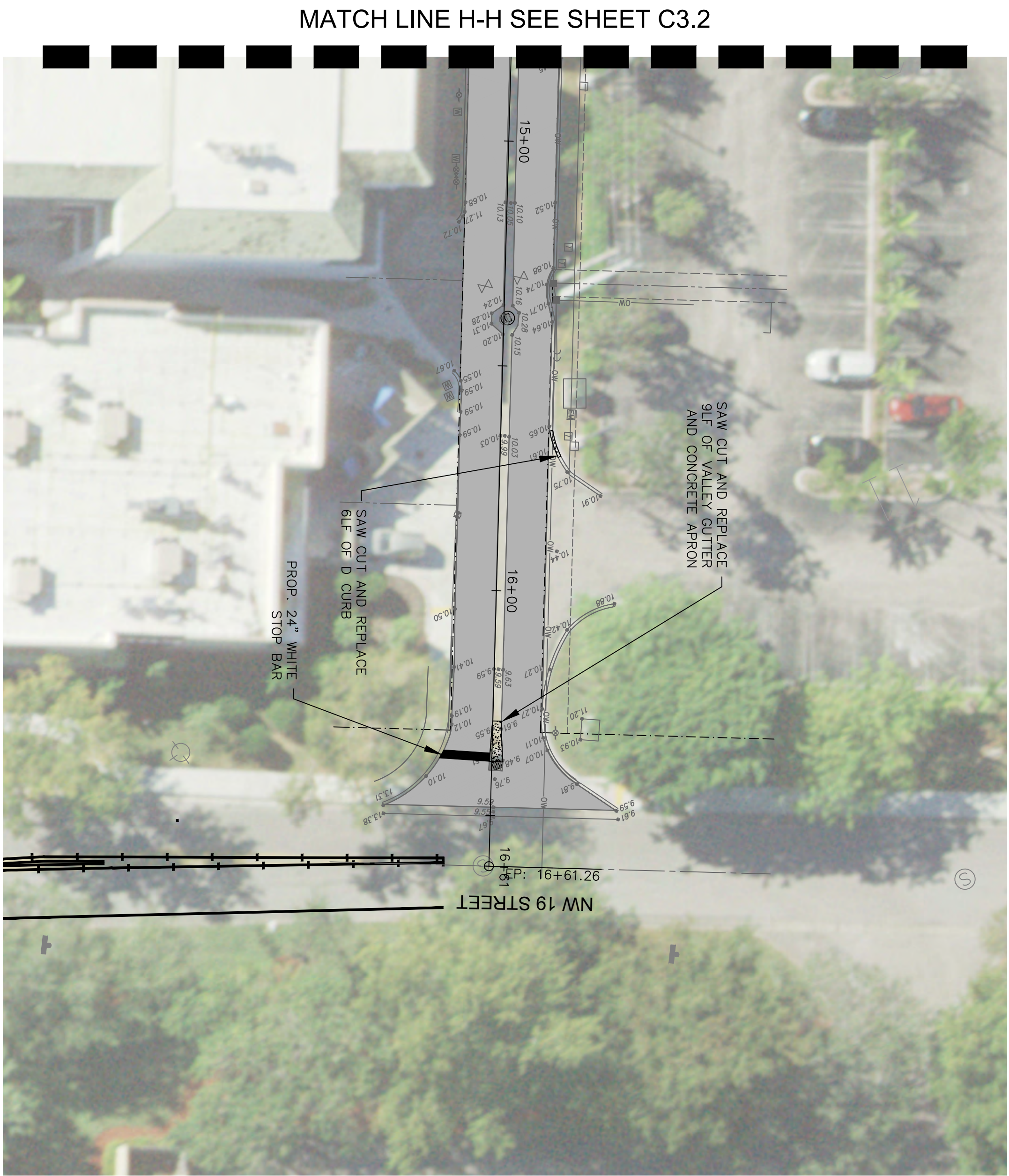


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must be verified on any electronic copies.

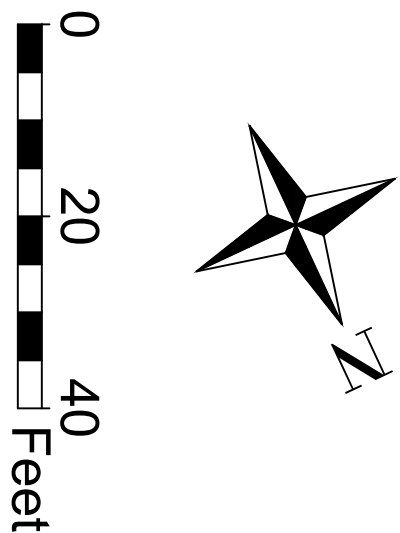


ENGINEERING PLAN

PW2021-A10	SHEET NO. C3.2
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MATCH LINE H-H SEE SHEET C3.2



LEGEND

- RIGHT-OF-WAY/PROPERTY LINE
- ⊕ EXISTING FIRE HYDRANT
- ⬇ EXISTING SIGN
- ⊙ EXISTING MANHOLE
- ▬ PROPOSED MILLING AND RESURFACING. SEE DETAILS ON SHEET C4.0
- ▨ PROPOSED CONCRETE

SIGNING AND MARKING NOTES:

1. INSTALL ALL ROADWAY MARKINGS IN ACCORDANCE WITH BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS.
2. ALL SIGNS SHOWN ARE EXISTING AND ARE TO REMAIN.
3. ALL PAVEMENT MARKING ARROWS AND MESSAGES TO BE INSTALLED AS PER FDOT STANDARD INDEXES CONFORMING TO BROWARD COUNTY TRAFFIC ENGINEERING DIVISION REQUIREMENTS.
4. BLUE/BLUE RPMS TO BE INSTALLED IN CENTER OF CLOSEST TRAVEL LANE AT ALL FIRE HYDRANT LOCATIONS.

CONTRACTOR NOTES:

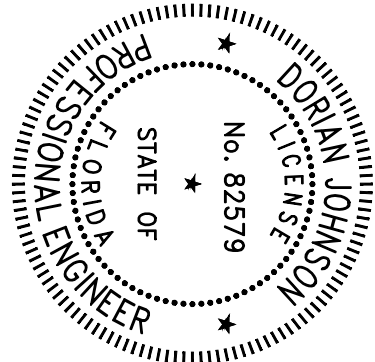
1. CONTRACTOR TO INSTALL TEMPORARY STOP BARS BY THE END OF EACH DAY OF CONSTRUCTION.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THE SIGNING AND MARKINGS HAVE BEEN INSTALLED IN CONFORMANCE WITH THE PLANS.
3. CONTRACTOR SHALL TAKE PHOTOGRAPHS TO DOCUMENT THE CONFORMANCE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING THE SIGNED AND SEALED LETTER REQUESTING BCTED INSPECTION AND CERTIFYING THAT THE PROJECT CONFORMS TO THE APPROVED SIGNING LETTER. THIS SHALL BE COMPLETED BY PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA.
5. CONTRACTOR TO PERFORM SITE VISIT PRIOR TO BID SUBMITTAL FOR THE PROJECT.
6. ALL EXISTING UTILITIES, INCLUDING BUT NOT LIMITED TO, DRAINAGE CLEANOUTS, WATER METERS, ELECTRICAL METERS, AND IRRIGATION MAINS, WITHIN LIMITS OF WORK SHALL REMAIN AND BE PROTECTED.
7. CONTRACTOR TO ROOT PRUNE TREES AND REMOVE VEGETATION ALONG PROPOSED LIMITS OF ASPHALT AND CURBING AS PER PLANS WITHOUT JEOPARDIZING ANY ENDANGERED SPECIES.

PAVING, GRADING, AND DRAINAGE NOTES:

1. WHERE PROPOSED ASPHALTS IS TO MEET EXISTING DRIVEWAY, MATCH EXISTING DRIVEWAY GRADE.
2. PROPOSED MILLING AND RESURFACING SHALL MATCH EXISTING ELEVATIONS.
3. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM PROPOSED CURBING.
4. CONTRACTOR TO INSURE POSITIVE DRAINAGE TOWARDS INLETS WHEN REPAIRING VALLEY GUTTER. LINEAR FOOTAGE CALLED OUT ON THE PLANS IS APPROXIMATE.

TYPICAL PAVEMENT DESIGN:

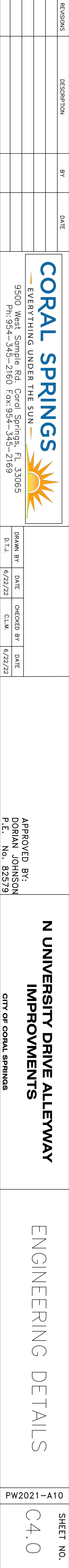
1. MILL EXISTING ASPHALT PAVEMENT (1") TAPERED SEE MILLING DETAILS (TYP).
2. TYPE SP-9.5 (FINE) STRUCTURAL COURSE (1") (TRAFFIC C).
3. FURNISH AND INSTALL (1") COMPOSITE RINGS FOR ALL MANHOLE ADJUSTMENTS.
4. PROVIDE REFLECTIVE PAVEMENT MARKERS INDENT (RPM's).
5. ACCOMPANIED BY AMBER/AMBER AT 40" O.C. CONTRACTOR SHALL INSTALL ALL AMBER/AMBER AND/OR COLORLESS/RED RPMS AS INDICATED ON ALL BULLDOSES, CONTINUOUS AND SKIP STRIPS WHERE REQUIRED.



This item has been digitally signed and sealed by Dorian Johnson, P.E., on 6/22/2022.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



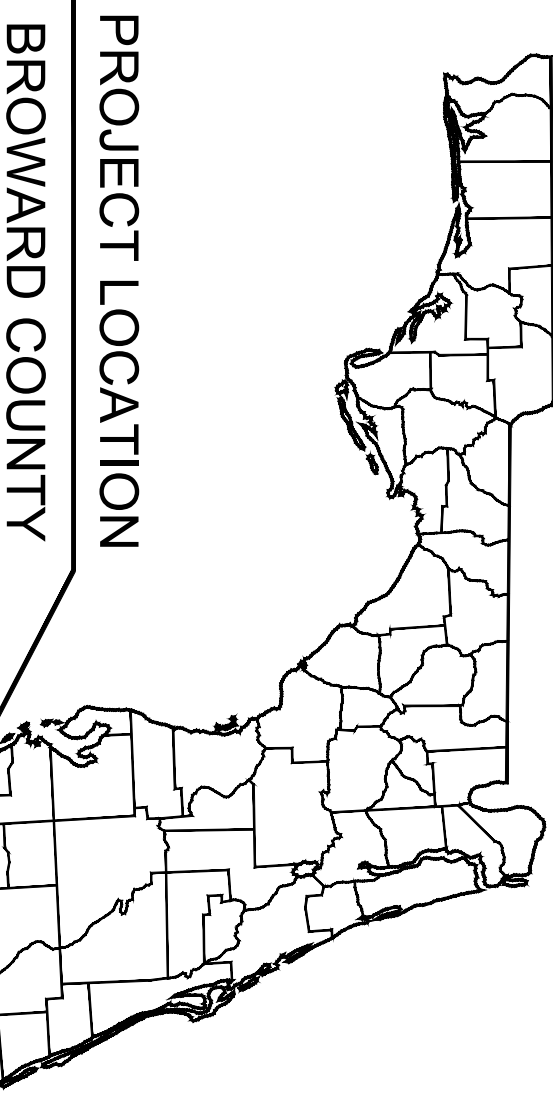
REVISIONS	DESCRIPTION	BY	DATE	CORAL SPRINGS EVERYTHING UNDER THE SUN 9500 West Sample Rd, Coral Springs, FL 33065 Ph: 954-345-2160 Fax: 954-345-2169 DRAWN BY D.T.L. DATE 6/22/22 CHECKED BY C.L.M. DATE 6/22/22 APPROVED BY: DORIAN JOHNSON P.E., No. 82579
				N UNIVERSITY DRIVE ALLEYWAY IMPROVEMENTS CITY OF CORAL SPRINGS
				ENGINEERING PLAN PW2021-A10 SHEET NO. C3.3



WILES ROAD ALLEYWAY

IMPROVEMENTS

PREPARED FOR CITY OF CORAL SPRINGS



PROJECT LOCATION
BROWARD COUNTY

ALLEYWAY SOUTH OF WILES ROAD
FROM WOODSIDE DRIVE TO NW 45TH STREET
CITY OF CORAL SPRINGS, FLORIDA

LOCATION

PROJECT TEAM

CLIENT
CITY OF CORAL SPRINGS
418 NW 121ST AVENUE
CORAL SPRINGS, FL 33065
(954) 352-2100
CONTACT: GLEN GORDON

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
600 NORTH PINE ISLAND ROAD SUITE 450
PLANTATION, FLORIDA 33324
(954) 352-5100
CONTACT: MARISSA S. MARING, P.E.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS
MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION.
THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA

ALL TRAFFIC CONTROL DEVICES MAINTAINED BY BROWARD
COUNTY, THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION,
SHALL BE REPLACED USING CURRENT BROWARD COUNTY
TRAFFIC ENGINEERING DIVISION STANDARDS



VICINITY MAP

1"=150'

No.	REVISIONS	DATE	BY

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600 NORTH PINE ISLAND ROAD, SUITE 450, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT	04.3606105
DATE	MAY 2021
SCALE	AS SHOWN
DESIGNED BY	AL
DRAWN BY	AL
CHECKED BY	MM

WILES ROAD ALLEYWAY
IMPROVEMENTS
PREPARED FOR
CITY OF CORAL SPRINGS

FL

LICENSED PROFESSIONAL	MARISSA S. MARING
FL LICENSE NUMBER	84325
DATE	11/23/21

COVER SHEET

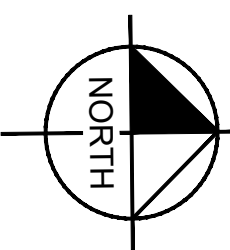
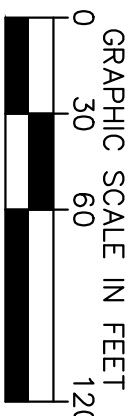
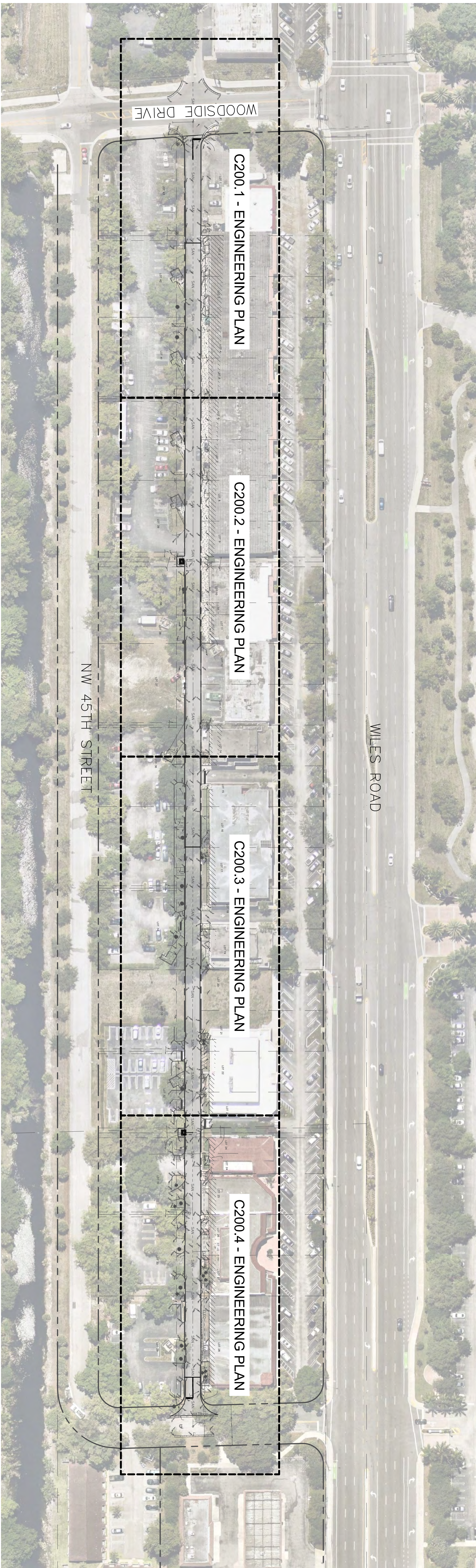
SHEET NUMBER

C000.0

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
SUNSHINE STATE ONE CALL OF FLORIDA, INC. 311

Sheet List Table	
Sheet Number	Sheet Title
C000.0	COVER SHEET
C100.0	GENERAL NOTES
C200.0	OVERALL ENGINEERING PLAN
C200.1	ENGINEERING PLAN
C200.2	ENGINEERING PLAN
C200.3	ENGINEERING PLAN
C200.4	ENGINEERING PLAN
C300.0	STANDARD DETAILS

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Kimley»»Horn

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PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT
043606105
DATE
MAY 2021
SCALE AS SHOWN
DESIGNED BY AL
DRAWN BY AL
CHECKED BY MM

**WILES ROAD ALLEYWAY
IMPROVEMENTS**
PREPARED FOR
CITY OF CORAL SPRINGS

LICENSED PROFESSIONAL

MARISSA S. MARING

FL LICENSE NUMBER
84325

DATE: 11/23/21

OVERALL ENGINEERING PLAN

SHEET NUMBER
C200.0

CALL 2 WORKING DAYS
BEFORE YOU DIG

IT'S THE LAW!
DIAL 811

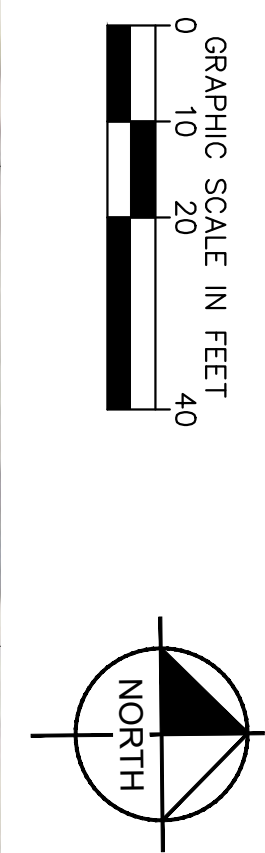
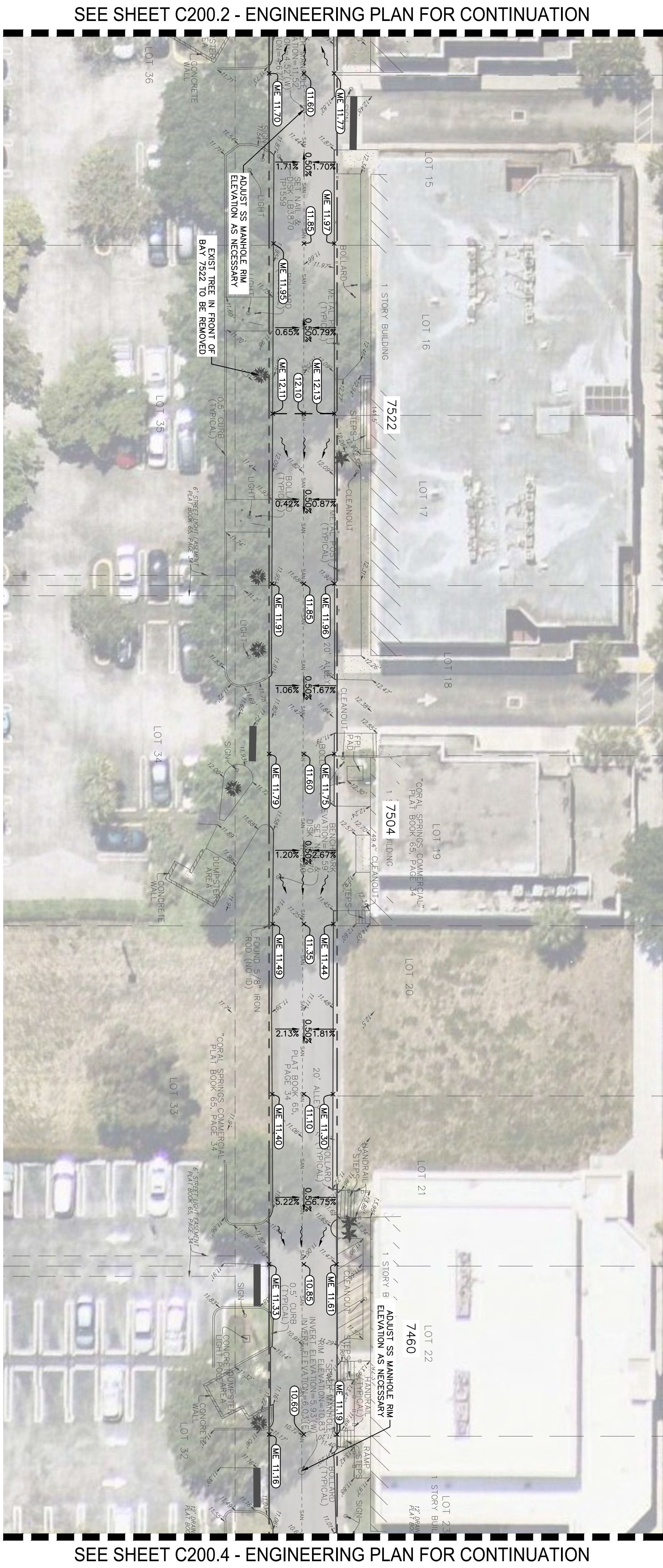
811

Know what's below,
Call before you dig.

SUNSHINE STATE ONE CALL OFF FLORIDA, INC.



ENGINEERING PLAN	SHEET NUMBER C200.3
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- LEGEND:
- PARTIAL PAVEMENT RESTORATION SAWCUT
UNIFORM BASE, AND INSTALL WITH 1" OF
ASPHALT PRIOR TO ASPHALT OVERLAY
- (13.02) MATCH EXISTING GRADE
- PROPOSED GRADE
- FLOW ARROW
- HP — HIGH POINT
- CONSTRUCTION NOTES:
1. CONTRACTOR TO PERFORM SITE VISIT PRIOR TO BID
2. CONTRACTOR TO OBTAIN ENGINEERING PERMIT FROM CITY OF CORAL SPRINGS.
3. CONCRETE STRUCTURES INCLUDING BUT NOT LIMITED TO DRAINAGE STRUCTURES, WATER METERS, ELECTRICAL METERS AND RIGATION LINES, WITHIN LIMITS OF WORK SHALL REMAIN AND BE PROTECTED.
4. EXISTING UTILITIES SHALL BE ADJUSTED AS NECESSARY.
5. CONTRACTOR TO ROOT PRIVATE TREES AND REMOVE OR CROWN TRIM PUBLIC TREES.
6. CURBING AS NECESSARY WITHOUT EPOCHIZING ANY EXISTING UTILITY.
7. DRAINAGE STRUCTURES CLOSEST OR WITHIN ALLOWABLE IMPROVEMENT AREA SHALL AS A RESULT OF THE CONSTRUCTION SHALL BE REPAIRED AND/OR REPLACED AT THE EXPENSE OF THE CONTRACTOR (THESE INCLUDE: PAYMENT MARKINGS, SIDEWALK, UTILITIES, STOPS, ETC).
8. EXISTING DRIVEWAYS TO REMAIN AND BE PROTECTED AT ALL TIMES.
DRAINAGE, GRADING, AND DRAINAGE NOTES:
1. ALL FILL MATERIAL IN AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 92% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM-1557.
2. EXISTING DRIVEWAYS TO REMAIN AND CONCRETE BASINS TO REMAIN.
3. ALL ELEVATIONS SHOWN REFERENCE THE NORTH AMERICAN DATUM.
4. EXISTING DRAINAGE SYSTEM WITHIN LIMITS OF WORK TO BE CLEANED IN ITS ENTIRETY PRIOR TO FINAL SITE APPROVAL.
5. BE REPAIRED
6. THE ROADWAY MUST REMAIN OPEN TO TRAFFIC AT ALL TIMES THROUGHOUT THE CONSTRUCTION DURATION.
7. THE CONTRACTOR MUST MAINTAIN ACCESS TO ALL DRIVEWAYS THROUGHOUT THE CONSTRUCTION DURATION.
8. THE CONTRACTOR TO SUBMIT MOT PLANS TO CITY OF CORAL SPRINGS.
- MAINTENANCE OF TRAFFIC (MOT):**
1. THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH PROJECT PLAN, PLOT ROADWAY AND TRAFFIC DESIGN STANDARD INDEXES (GO SERIES), THE STANDARD CONSTRUCTION AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS MINIMUM CRITERIA.
2. THE ROADWAY MUST REMAIN OPEN TO TRAFFIC AT ALL TIMES THROUGHOUT THE CONSTRUCTION DURATION.
3. THE CONTRACTOR MUST MAINTAIN ACCESS TO ALL DRIVEWAYS THROUGHOUT THE CONSTRUCTION DURATION.
4. THE CONTRACTOR TO SUBMIT MOT PLANS TO CITY OF CORAL SPRINGS.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

No.	REVISIONS	DATE	BY



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600 NORTH PINE ISLAND ROAD, SUITE 450, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT	043606105
DATE	MAY 2021
SCALE	AS SHOWN
DESIGNED BY	AL
DRAWN BY	AL
CHECKED BY	MM

WILES ROAD ALLEYWAY IMPROVEMENTS

PREPARED FOR
CITY OF CORAL SPRINGS

LICENSED PROFESSIONAL	MARISSA S. MARINO
FL LICENSE NUMBER	84325
DATE:	11/23/21

ENGINEERING PLAN

SHEET NUMBER
C200.4

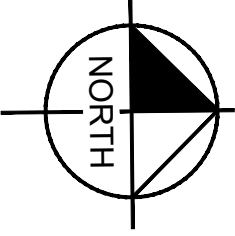
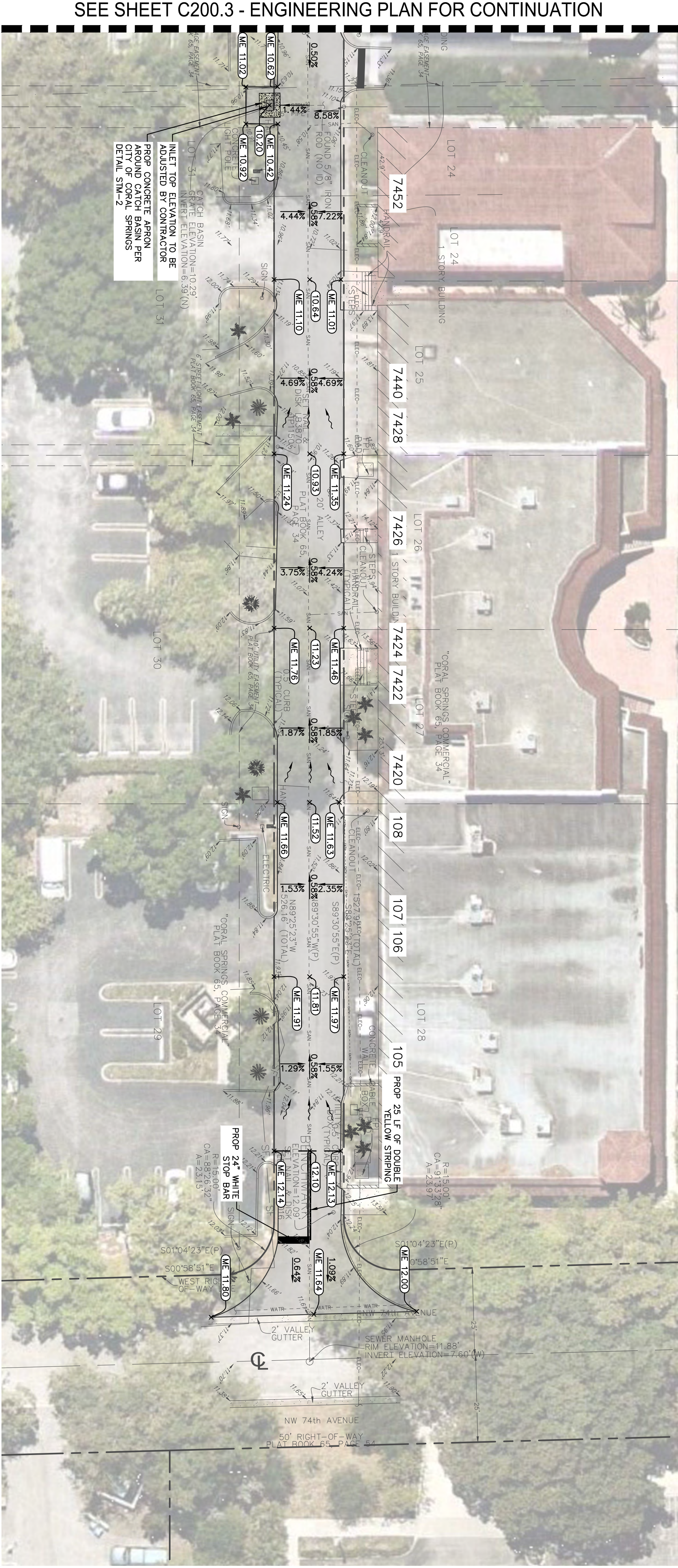
CALL 2 WORKING DAYS BEFORE YOU DIG ITS THE LAW!

DIAL 811

Know what's below. Call before you dig.



SUNSHINE STATE ONE CALL OF FLORIDA, INC. 301



LEGEND:

- PARTIAL PAVEMENT RESTORATION SAWCUT, REMOVE ASPHALT, REWORK MINIMUM 4" OF LIMESTOCK BASE AND INSTALL MIN 1" ASPHALT PRIOR TO ASPHALT OVERLAY
- PROPOSED GRADE
- WATCH EXISTING GRADE
- FLOW ARROW
- HP HIGH POINT

- CONSTRUCTION NOTES:**
- CONTRACTOR TO PREPARE SITE VISIT PRIOR TO BID
 - CONTRACTOR TO OBTAIN ENGINEERING PERMIT FROM CITY OF CORAL SPRINGS UTILITIES, INCLUDING BUT NOT LIMITED TO DRAINAGE STRUCTURES, WATER METERS, ELECTRICAL METERS, AND IRRIGATION MAINS, WITHIN LIMITS OF WORK SHALL REMAIN AND BE PROTECTED
 - EXISTING UTILITY BASINS UTILITIES SHALL BE ADJUSTED AS NECESSARY
 - CONTRACTOR TO ROOT PRUNE TREES AND REMOVE ENDANGERED SPECIES
 - CONTRACTOR SHALL INSTALL SEGMENT BARRIERS OVER ALL EXISTING UTILITIES PRIOR TO ANY ALLEYWAY IMPROVEMENT AREA
 - ANY DAMAGES INCURRED AS A RESULT OF THE CONSTRUCTION SHALL BE REPAIRED AND REPLACED AT THE EXPENSE OF THE CONTRACTOR (THES INCLUDE PAVEMENT MARKINGS, SIDEWALK, UTILITIES, SIGNS, ETC.)
 - ALL EXISTING SIGNS TO REMAIN AND BE PROTECTED AT ALL TIMES.
- PAVING, GRADING AND DRAINAGE NOTES:**
- ALL FILL MATERIAL IN AREAS NOT TO BE PAVED SHALL BE DETERMINED BY AASHTO T-180
 - ALL EXISTING CATCH BASINS AND CONCRETE BASINS TO ALL ELEVATIONS SHOWN REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1989 (NAVD 89)
 - EXISTING DRAINAGE SYSTEM WITHIN LIMITS OF WORK TO BE MAINTAINED AND REPAIRED AS NECESSARY
 - ALL EXISTING DAMAGED ASPHALT AND CURBING AREAS TO BE REPAIRED
- MAINTENANCE OF TRAFFIC (NOT):**
- TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH PROJECT PLANS, FOOT ROADWAY AND TRAFFIC DESIGN STANDARD SPECIFICATIONS FOR THE STATE OF FLORIDA, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS MINIMUM CRITERIA
 - CONTRACTOR MUST REMAIN OPEN TO TRAFFIC AT ALL TIMES
 - THE CONTRACTOR MUST MAINTAIN ACCESS TO ALL DRIVEWAYS THROUGHOUT THE CONSTRUCTION DURATION, CRANEWAYS OR TO SUBMIT AND PLANS TO CITY OF CORAL SPRINGS.

ASPHALT I TRANSITION DETAIL ADJACENT TO CURB

ASPHALT I TRANSITION DETAIL AT BEGINNING/END OF ASPHALT OVERLAY

ASPHALT MILLING AND RESURFACING DETAIL

NOT TO SCALE

ASPHALT TRANSITION DETAIL AT BEGINNING OR ENDING OF ASPHALT LIFT OR NEW CONSTRUCTION

NOT TO SCALE

PAVING LEGEND

- 1 2" ASPHALT SURFACE TYPE SP-9.5 OR APPROVED EQUAL
- 2 8" LIME ROCK BASE COMPACTED IN 1 LIFT WITH MINIMUM LBR OF 100
- 3 12" THICK SUBGRADE COMPACTED AND STABILIZED WITH MINIMUM DESIGN LBR OF 40 COMPACTED TO AT LEAST 98% OF MAXIMUM DRY DENSITY (AASHTO T-100)

PAVEMENT CROSS-SECTION

NOT TO SCALE

VALLEY CUTTER

PRIVATE ASPHALT DRIVEWAYS

TYPICAL ASPHALT APRON

CROSS-SECTION ASPHALT APRON

TYPICAL USE #4155 GRATE & APRON

TYPICAL USE #6531 GRATE & APRON

ALLEY TYPICAL SECTION

NOT TO SCALE

ASPHALT I TRANSITION DETAIL ADJACENT TO CURB

ASPHALT I TRANSITION DETAIL AT BEGINNING/END OF ASPHALT OVERLAY

ASPHALT MILLING AND RESURFACING DETAIL

NOT TO SCALE

ASPHALT TRANSITION DETAIL AT BEGINNING OR ENDING OF ASPHALT LIFT OR NEW CONSTRUCTION

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PAVEMENT CROSS-SECTION

NOT TO SCALE

VALLEY CUTTER

PRIVATE ASPHALT DRIVEWAYS

TYPICAL ASPHALT APRON

CROSS-SECTION ASPHALT APRON

TYPICAL USE #4155 GRATE & APRON

TYPICAL USE #6531 GRATE & APRON

ALLEY TYPICAL SECTION

NOT TO SCALE

ASPHALT I TRANSITION DETAIL ADJACENT TO CURB

ASPHALT I TRANSITION DETAIL AT BEGINNING/END OF ASPHALT OVERLAY

ASPHALT MILLING AND RESURFACING DETAIL

NOT TO SCALE

ASPHALT TRANSITION DETAIL AT BEGINNING OR ENDING OF ASPHALT LIFT OR NEW CONSTRUCTION

NOT TO SCALE

PAVING LEGEND

- 1 2" ASPHALT SURFACE TYPE SP-9.5 OR APPROVED EQUAL
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- 3 12" THICK SUBGRADE COMPACTED AND STABILIZED WITH MINIMUM DESIGN LBR OF 40 COMPACTED TO AT LEAST 98% OF MAXIMUM DRY DENSITY (AASHTO T-100)

PAVEMENT CROSS-SECTION

NOT TO SCALE

VALLEY CUTTER

PRIVATE ASPHALT DRIVEWAYS

TYPICAL ASPHALT APRON

CROSS-SECTION ASPHALT APRON

TYPICAL USE #4155 GRATE & APRON

TYPICAL USE #6531 GRATE & APRON

ALLEY TYPICAL SECTION

NOT TO SCALE

ASPHALT I TRANSITION DETAIL ADJACENT TO CURB

ASPHALT I TRANSITION DETAIL AT BEGINNING/END OF ASPHALT OVERLAY

ASPHALT MILLING AND RESURFACING DETAIL

NOT TO SCALE

ASPHALT TRANSITION DETAIL AT BEGINNING OR ENDING OF ASPHALT LIFT OR NEW CONSTRUCTION

NOT TO SCALE

PAVING LEGEND

- 1 2" ASPHALT SURFACE TYPE SP-9.5 OR APPROVED EQUAL
- 2 8" LIME ROCK BASE COMPACTED IN 1 LIFT WITH MINIMUM LBR OF 100
- 3 12" THICK SUBGRADE COMPACTED AND STABILIZED WITH MINIMUM DESIGN LBR OF 40 COMPACTED TO AT LEAST 98% OF MAXIMUM DRY DENSITY (AASHTO T-100)

PAVEMENT CROSS-SECTION

NOT TO SCALE

EXHIBIT B

Funding Schedule

Funding Amounts: The amounts stated in this Funding Schedule are the maximum amounts payable for the Phase(s) stated, and shall be invoiced and paid only in accordance with the remainder of this Funding Schedule (as may be amended from time to time) and the terms and conditions of the Agreement. In the event of a conflict between anything stated in this Funding Schedule and anything stated elsewhere in the Agreement, the provisions stated in Articles 1 through 11 of the Agreement shall govern and control.

Invoicing/Application for Funding Documentation: Municipality shall submit the following with each invoice or Application for Funding (as defined below): an updated progress schedule; documentation of all invoices received from or payments made to Contractor or Consultant for which funding is sought; a statement indicating the cumulative amount of CBE participation to date; and a certification that all funding amounts sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Additional Invoicing Requirements: If checked, the checked requirements apply to all invoices/Applications for Funding under this Agreement:

- ☒ For CEI Consultants: All costs invoiced shall be supported by properly certified payrolls, time records, invoices, contracts, or vouchers evidencing in appropriate detail the amounts invoiced/expended and the nature and purpose of such amounts.
- ☒ For Construction Contracts: Pay Application documents consistent with AIA Document G702 and G703

Funding Parameters: The checked expenses are ineligible for funding under this Agreement:

- ☒ Costs incurred by Municipality prior to the execution of this Agreement
- ☒ Costs incurred after the expiration of this Agreement
- ☒ Costs that are not expressly permitted in Exhibit A or B
- ☒ Amounts that Contractor, Consultant, or Subcontractors are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project Schedule, audit costs, etc.)
- ☒ Amounts attributable to good or services received under a contract or other arrangement that was not approved by County
- ☒ Audit costs incurred by Municipality
- ☒ Legal and accounting fees and expenses
- ☒ Costs for operation, support, or maintenance of the Project
- ☒ Interest expenses incurred by Municipality
- ☒ Municipality's staff or other personnel costs in directly performing the Project

Municipality shall invoice County for up to a quarter of the applicable Total Maximum Not-To-Exceed Amount specified below in advance of the applicable Deliverable or Phase (“Application for Funding”). The first Application for Funding shall be submitted to the Contract Administrator no later than thirty (30) days after the full execution of this Agreement. Municipality shall submit no more than four separate Applications for Funding per funding schedule provided below.

Each quarter will be funded in advance by County per the schedule(s) stated below, with each funding amount determined by the Maximum Not-to-Exceed Amount for the applicable Deliverable less any unexpended funding for prior Deliverables. Unexpended funds for prior Deliverables shall be deducted from subsequent Applications for Funding or refunded to County, as requested by the Contract Administrator.

Each Application for Funding (after the first) shall include the information required in the Agreement including the following information for the prior Deliverables (as applicable): the amount of funding received and evidence of actual expenditures (including documentation demonstrating all invoices received from and payments made to Consultant/Contractor); a statement indicating the cumulative amount of CBE participation; an updated progress schedule; and all required certifications including that all Deliverables sought are statutorily eligible for funding under Section 212.055, Florida Statutes.

Absent prior written approval by the Contract Administrator, Municipality may not submit an Application for Funding for a Deliverable until all prior Deliverables have been satisfactorily completed.

R&M Funding Schedule

Deliverable/Phase Description	Maximum Not-To-Exceed Amount
Deliverables 0-3: Execution of ILA, Award, Notice to Proceed; Permitting, Site Preparation, and Mobilization; Commencement of Work.	\$86,958.50
Deliverable 4: Proposed construction of alleyways.	\$86,958.50
Deliverables 5-6: Substantial Completion; City of Coral Springs Permitting	\$86,958.50
Deliverable 7: Final Project Completion	\$86,958.50
TOTAL MAXIMUM NOT-TO-EXCEED AMOUNT:	\$347,834.00

EXHIBIT C

Reporting Requirements

Municipality shall submit to County and the Oversight Board, on a quarterly and annual basis, a detailed Financial Report that includes the information contained in the attached Sample Financial Report.

Municipality shall submit to County on a monthly basis a detailed report of the Project Metrics and progress towards applicable goals in a form prescribed by County (see attached MAP PMO Project Report Status Template). The reports must include sufficient information to enable County's Program Management Office ("PMO") to track and document on a monthly basis:

- Key activities and Project milestones since the previous report;
- Expected activities/milestones to be completed before the next report;
- If applicable, key issues/challenges the Project faces and the plan to resolve or manage the issues/challenges; and
- Overall status of the Project.

Municipality's annual financial report for the Project must be audited and certified by an independent CPA, at Municipality's expense, with an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles and whether the Project is in accordance with the operative interlocal agreements for surtax funding. The audit shall contain sufficient information for County and the Oversight Board to determine if the Project expenditures conform to this Agreement and applicable law. The annual financial report must also include cumulative financial information for each individual Surtax-Funded Project undertaken by Municipality. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

Sample Financial Report

Project Name:	
Quarterly Period:	

Section A: Total/Maximum Project Funding

1.	Surtax Maximum Funding Amount (per Section 5.4)	\$
2.	Non-Surtax Funding Awarded/Committed	\$
3.	Total Project Funding (Total lines 1 + 2)	\$
4.	Less Proceeds (as defined in Section 5.6)	(\$)
5.	Adjusted Project Funding (Line 3 minus Line 4)	\$

Section B: Funding Received to Date

		Quarter Reported	Fiscal Year to Date	Total
6.	Surtax Funding Received	\$	\$	\$
7.	Non-Surtax Funding Received	\$	\$	\$
8.	Total Project Funding Received (Total lines 6 + 7)	\$	\$	\$

Section C: Expenditures to Date

		Quarter Reported	Fiscal Year to date	Total
9.	Surtax Funding Expended	\$	\$	\$
10.	Non-Surtax Funding Expended	\$	\$	\$
11.	Total Project Funding Expended (Total lines 9 + 10)	\$	\$	\$

Section D: Available Funding to Date

12.	Adjusted Project Funding (Line 5 above)	\$
13.	Total Project Funding Expended to Date (Line 11 above)	\$
14.	Available Project Funding to date (Line 12 minus line 13)	\$

Section E: Contract Financials *(complete for each of Contractor and Consultant)*

Original Contract amount	\$
Changes (increases or decreases)	\$
Revised contract amount	\$
Total Work Completed to Date	\$
Retainage Held to Date	\$
Total Earned Less Retainage	\$
Total Amount Paid to Date	\$
Work Completed this Quarter	\$
Retainage Held for Work Completed this Quarter	\$

Retainage Released this Quarter	\$
Amount Paid this Quarter	\$

Section F: Quarterly Detailed Expenditures (for Quarter Reported)

Invoice No.	Invoice Date	Vendor Name	Description of Work	Invoice Amount	Amount Paid

Section G: Project Schedule & Status

15.	Project Schedule Completion Date	
16.	Total Project Schedule Time Remaining	
17.	Amount Project Is Ahead/Behind Schedule	☐ Ahead by ___ Days ☐ Behind by ___ Days
18.	Explanation for Change in Project Schedule:	
19.	Project Run Rate (Actual vs. Planned Expenditures)	
20.	Percentage of Project Phases/Milestones Met	%

Section H: Performance Metrics

- A. [To be provided by the PMO as applicable]
- B. [To be provided by the PMO as applicable]

P PIVO Project Status Report Template

<Agency> Project: <i><fill in project name or id></i>		Owner: <i><fill in></i>	July
Progress update <i>* Key activities since the last status report</i> <i>* ?</i>		Overall Progress   Risk = Escalation critical delay  Amber = Delay, but recoverable  Green = On track	
Key activities to be completed in the next <2-4> weeks: <i>* ?</i> <i>* ?</i>		Summary: (may include) • <i>Key take-aways for BoCC, OB and SurTax Adt</i> • <i>Project run rate; actual vs. planned</i> • <i>% Milestones met</i> • <i>Days over budget</i> • <i>Leverage ratio</i> • <i>Key reminders of critical decisions/milestone</i>	
Issues/Challenges:		Proposed solutions:	

Exhibit D Form Contracts

Surtax-Funded Projects Form Construction Contract:

Surtax-Funded Projects Form Consultant Contract:

Exhibit E Municipal Resolution Authorizing Execution of Agreement

ALLEYWAY IMPROVEMENTS Opinion of Probable Cost CONSTRUCTION COST					11/28/2022
ITEM OF WORK	QTY	UNIT	UNIT COST	SUB TOTAL	
Alleyway Construction Materials and Installation					
1" Mill Existing Asphalt	3,622	SY	\$ 5	\$	18,111
1" Asphalt	3,622	SY	\$ 23	\$	83,311
2" Mill Existing Asphalt	3,365	SY	\$ 7	\$	23,555
2" Asphalt	3,380	SY	\$ 25	\$	84,500
4" Limerock Base	3,350	SY	\$ 13	\$	43,550
Adjust Drainage Inlet Elevations	2	EA	\$ 1,000	\$	2,000
Adjust SS Manhole Elevations	11	EA	\$ 1,100	\$	12,100
Catch Basin Concrete Apron	10	SY	\$ 40	\$	400
Concrete Demo	50	SY	\$ 25	\$	1,250
Concrete D Curb	20	LF	\$ 32	\$	640
Concrete Valley Gutter	150	LF	\$ 35	\$	5,250
Tree Removal	1	LS	\$ 8,000	\$	8,000
Root Barrier	70	LF	\$ 10	\$	700
Striping	1	LS	\$ 2,000	\$	2,000
Subtotal Alleyway Construction Materials and Installation				\$	285,367
General Conditions					
Mobilization (10%)	1	LS	\$ 28,537	\$	28,537
Maintenance of Traffic (5%)	1	LS	\$ 14,268	\$	14,268
Surveying (1.5%)	1	LS	\$ 4,281	\$	4,281
Contingency (5%)	1	LS	\$ 14,268	\$	14,268
Permitting	1	LS	\$ 1,100	\$	1,100
Subtotal General Conditions				\$	62,454
Grand Total				\$	347,834.00

Notes:

1. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

2. Due to current conditions in the construction industry, this Opinion of Probable Construction Cost is based on our most current data. We have added a 5% contingency onto the OPC and it may still be below the actual bid.

Summary Sheet

Agenda Item: 8.

Meeting Date: January 11,
2023

Subject: City Donation to Public Safety Chaplaincy, Inc. (Dale Pazdra)

Requested Action: Request the City Commission authorize the donation of \$22,500 to Public Safety Chaplaincy, Inc. for professional consultancy and chaplain services provided to city's workforce. Funding Source: Approved Operating Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE)

Funding Source: Approved Operating Budget

Placement: Consent

Background / Description: Since 2017, Public Safety Chaplaincy, Inc. (PSC), a 501(c)(3) non-profit corporation, has been partnering with the City of Coral Springs to provide professional consultancy and chaplain services on matters of health and wellness to the city's public safety personnel.

Beginning in 2022, PSC expanded their services to cover all city employees so our entire workforce can benefit from their support and assistance. Summary of services PSC provides includes but is not limited to the following:

- > Participate in critical incident de-stress meetings for employees or residents impacted by traumatic events.
- > Respond to emergency calls from city leadership to support residents and employees who have lost a loved one.
- > Provide individual counseling support for city employees and their family members.
- > Participate in memorial services and/or celebration of life programs following the death of a city employee.
- > Ensure chaplain coverage is available during the year-ahead, utilizing volunteer chaplain team.
- > Serve as a referral source for the city's Safety, Health and Wellness team to support emerging needs of our workforce.
- > Participates in training, workshops, conferences, events and programs as representatives of the Behavioral Health Access Program (BHAP)

To support the ongoing needs of the city's workforce, staff requests that the City Commission authorize the donation of \$22,500 to PSC for the 2023 calendar year.

Presenting: Dale Pazdra, Deputy City Manager

Summary Sheet

Agenda Item: 9.

Meeting Date: January 11,
2023

Subject: Skid Steer Loader (John Norris)

Requested Action:

Request to award the purchase of one skid steer loader to John Deere Construction Retail Sales through their local authorized dealer **Dobbs Equipment, LLC** of Riverview, Florida via Sourcewell Contract No. 032119-JDC in an amount not to exceed \$60,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Nicholas Caradonna
DOC ID:1145

SUBJECT: Skid Steer Loader (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: Request to award the purchase of one skid steer loader to John
(INCLUDE CONTRACT Deere Construction Retail Sales through their local authorized
START/TERM DATES) dealer **Dobbs Equipment, LLC** of Riverview, Florida via
Sourcewell Contract No. 032119-JDC in an amount not to exceed
\$60,000. Funding Source: Approved Capital Budget. Strategic
Goal: An Innovative, High Performing and Sustainable
Organization. (REQUEST TO AWARD)

BACKGROUND / DESCRIPTION:

The Public Works Department is requesting to utilize Sourcewell Contract No. 032119-JDC for the purchase of one model 324G skid steer loader. The skid steer loader being purchased is replacing unit 2199 allocated to the Parks and Recreation Department. The current unit is a 2008 John Deere model which is approaching its end of lifecycle. The skid steer loader will be used for numerous daily tasks such as material removal, debris clean-up, stump grinding, field renovations, and moving large or palletized items.

Contract No. 032119-JDC was competitively solicited by Sourcewell via Request for Proposal (RFP) No. 032119, for the procurement of Heavy Construction Equipment with Related Accessories, Attachments, and Supplies, and publicly opened on March 22, 2019. The RFP received sixteen vendor responses and resulted in multiple awards. Contract No. 032119-JDC was awarded to John Deere Construction Retail Sales with the effective date May 13, 2019 through May 13, 2024. The City will be receiving a discount off MSRP list price of 32% for the model 324G skid steer loader and its base options and 20% off MSRP list price for non-specified contract options.

The Public Works Department and the Purchasing Division staff recommend awarding the purchase of one skid steer loader to John Deere Construction Retail Sales through their local authorized dealer Dobbs Equipment, LLC of Riverview, Florida via Sourcewell Contract No. 032119-JDC in an amount not to exceed \$60,000.

Summary Sheet

Agenda Item: 10.

Meeting Date: January 11,
2023

Subject: Purchase of Light Duty Trucks (John Norris)

Requested Action: Request to award the purchase of four light duty trucks to **Garber Ford, Inc.** of Green Cove Spring, Florida via State of Florida Contract No. 25100000-21-STC, Motor Vehicles in an amount not to exceed \$265,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Nicholas Caradonna
DOC ID: 1148

SUBJECT: Purchase of Light Duty Trucks (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: Request to award the purchase of four light duty trucks to **Garber Ford, Inc.** of Green Cove Spring, Florida via State of Florida Contract No. 25100000-21-STC, Motor Vehicles in an amount not to exceed \$265,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)
(INCLUDE CONTRACT START/TERM DATES)

BACKGROUND / DESCRIPTION:

The City wishes to purchase four Ford Super Duty trucks to be utilized by the Public Works and Police Departments. This purchase is included in the City's Fleet Replacement Program. One truck will be an addition to the City's fleet and three trucks will be replacing units 3310, 9996 and 4426 which have reached their end of life cycle. These trucks will used be on a daily basis to perform operations in the City.

By utilizing the State of Florida Contract, the City is able to take advantage of lower costs available through competitive pricing based on large volume discounts. Furthermore, it will also allow the City to take advantage of reduced administrative costs.

The Public Works Department, Fleet Services Division and the Purchasing Division staff recommend awarding the purchase of four light duty trucks to Garber Ford, Inc. of Green Cove Spring, Florida via State of Florida Contract No. 25100000-21-STC, Motor Vehicles in an amount not to exceed \$265,000.

Summary Sheet

Agenda Item: 11.

Meeting Date: January 11,
2023

Subject: Public Safety Vehicles (John Norris)

Requested Action:

Request to award the purchase of five public safety vehicles to **Garber Chevrolet Buick GMC, Inc.** of Green Cove Springs, Florida via Florida Sheriffs Association Contract No. FSA22-VEL30.0-Pursuit, Administrative, and Other Vehicles in the amount of \$192,583. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Nicholas Caradonna
DOC ID: 1150

SUBJECT: Public Safety Vehicles (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: Request to award the purchase of five public safety vehicles to
(INCLUDE CONTRACT **Garber Chevrolet Buick GMC, Inc.** of Green Cove Springs,
START/TERM DATES) Florida via Florida Sheriffs Association Contract No. FSA22-
VEL30.0-Pursuit, Administrative, and Other Vehicles in the
amount of \$192,583. Funding Source: Approved Capital Budget.
Strategic Goal: An Innovative, High Performing and Sustainable
Organization. (REQUEST TO AWARD)

BACKGROUND / DESCRIPTION:

On August 18, 2021, the City of Coral Springs Commission approved the Public Works Fleet Services Division to purchase twenty-nine public safety vehicles under the Florida Sheriffs Association Contract No. FSA20-VEL28.0-Pursuit, Administrative, and Other Vehicles in the amount of \$977,082. A purchase order was issued to the vendor on August 27, 2021 for the 2022 model vehicles. These vehicles were part of the City's Fleet Replacement Program and were replacing vehicles in the City's fire and police fleet that have reached their end-of-life cycle.

Market factors such as high vehicle demand, long material lead times, low parts inventory, and low vehicle inventory has impacted the lead time to receive vehicles. At times the lead time to receive a vehicle once it is ordered can be over a year. Due to long vehicle lead times, in October 2022 the City was still pending five year 2022 model Chevrolet Tahoes purchased by the City for the Police Department. Unfortunately, the vendor notified the City that the manufacturer just advised them that they are finished producing year 2022 models and have moved on to producing year 2023 models prior to fulfilling the City's order. However, the vendor was able to guarantee year 2023 model Chevrolet Tahoes to the City as they are currently in production with the manufacturer.

The Public Works Fleet Services Division would like to utilize Florida Sheriffs Association Contract No. FSA22-VEL30.0-Pursuit, Administrative, and Other Vehicles to purchase five 2023 model Chevrolet Tahoes for the police department. The contract was competitively bid and is currently in effect from October 1, 2022 through September 30, 2023. The purpose of the contract is to provide vehicles such as cars, trucks, vans and other similar vehicles from motor vehicle manufacturers and dealers/certified representatives. The contract was awarded to the vendors by specification, manufacturer, and zone. Add/delete options, which allows agencies to tailor the vehicle to their needs, were included in the solicitation along with a percentage discount off manufacturer's current published retail prices for non-specified options and optional models.

The Public Works Fleet Services Division and the Purchasing Division staff recommend awarding the purchase of five public safety vehicles to Garber Chevrolet Buick GMC, Inc. of Green Cove Springs, Florida via Florida Sheriffs Association Contract No. FSA22-VEL30.0-Pursuit, Administrative, and Other Vehicles in the amount of \$192,583.

Summary Sheet

Agenda Item: 12.

Meeting Date: January 11,
2023

Subject: Licensed Electrical Contractors (John Norris)

Requested Action: Request to award contract for Licensed Electrical Contractors for various electrical installations and repairs, Bid #23-B-013F, to the following electrical contractors: **Imperial Electrical, Inc.** of Plantation, Florida and **Kilowatt Electric Company** of Pompano Beach, Florida from January 11, 2023 through January 10, 2026 with the option to renew for two (2) additional three (3) year terms. The estimated annual expenditure is \$400,000. Funding Source: Approved Operating and Capital Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)
[#1 - Bid Tabulation](#)
[#2 - Agreement with Imperial Electrical Inc](#)
[#3 - Agreement Kilowatt Electric Company](#)

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Miguel Machuca
DOC ID: 1158

SUBJECT: Licensed Electrical Contractors (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: Request to award contract for Licensed Electrical Contractors for various electrical installations and repairs, Bid #23-B-013F, to the following electrical contractors: **Imperial Electrical, Inc.** of Plantation, Florida and **Kilowatt Electric Company** of Pompano Beach, Florida from January 11, 2023 through January 10, 2026 with the option to renew for two (2) additional three (3) year terms. The estimated annual expenditure is \$400,000. Funding Source: Approved Operating and Capital Budget. Strategic Goal: An Attractive Community. (REQUEST TO AWARD)

(INCLUDE CONTRACT START/TERM DATES)

PROJECT REVIEWED BY
OR INCLUDED IN:

ATTACHMENTS:

- #1 – Bid Tabulation
- #2 – Agreement with Imperial Electrical, Inc.
- #3 – Agreement with Kilowatt Electric Company

BACKGROUND / DESCRIPTION:

The City has an ongoing need for electrical contractors to complete various commercial type electrical projects and repairs throughout the City on an as needed basis. City staff has determined that it is in the best interest of the City to establish contracts with electrical contractors to complete these various projects and repairs as well as to promptly address emergency situations that can occur to ensure the safety of our residents.

A formal bid package was prepared, solicited and five (5) bids were received. The received bids were all reviewed to confirm they were responsive and responsible in regards to the solicitation. To guarantee the continuity of services throughout the City, two (2) vendors were previously awarded the contract in the event a contractor would not be able to provide the services being requested in the timeframe required. This approach was effective in addressing the needs of the City. The two (2) lowest bids were received from Imperial Electric, Inc of Plantation, Florida and Kilowatt Electric Company of Pompano Beach, Florida for the services detailed in the solicitation.

The City has used Imperial Electrical, Inc. and Kilowatt Electric Company for various electrical projects in the past and both contractors have done an excellent job by providing quality work in a timely manner. Both contractors' offices are located nearby to Coral Springs, which also allows for a fast response time when an emergency occurs.

The Public Works Department and the Purchasing Division staff recommend awarding the term contract for Licensed Electrical Contractors to Imperial Electrical, Inc. of Plantation, Florida and Kilowatt Electric Company of Pompano Beach, Florida from January 11, 2023 through January 10, 2026 with the option to renew for two (2) additional three (3) year terms for an estimated annual expenditure of \$400,000.

LICENSED ELECTRICAL CONTRACTOR

BID NO. 23-B-013F

TABULATION

VENDOR			Imperial Electrical, Inc.		Kilowatt Electric Company		Universal Electric of Florida, Inc.		Mills Electric Service, Inc.		Palm Beach Mechanical, Inc.	
PHONE			954-325-2133		954-975-8200		954-484-5233		954-640-5262		561-350-0794	
CITY			Plantation, FL		Pompano Beach, FL		Fort Lauderdale, FL		Fort Lauderdale, FL		Boynton Beach, FL	
ITEM	D QUANTITY	DESCRIPTION	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	2,000	COUNTY LICENSED ELECTRICAL CONTRACTOR 8:00AM THRU 5:00PM MONDAY THRU FRIDAY (EXCLUDING CITY HOLIDAYS)	\$40.00	\$80,000.00	\$42.00	\$84,000.00	\$49.00	\$98,000.00	\$90.20	\$180,400.00	\$125.00	\$250,000.00
2	40	STATE REGISTERED OR BROWARD COUNTY LICENSED ELECTRICAL CONTRACTOR. ALL TIMES OTHER THAN THOSE LISTED ON ITEM #1	\$45.00	\$1,800.00	\$63.00	\$2,520.00	\$67.00	\$2,680.00	\$115.50	\$4,620.00	\$187.50	\$7,500.00
3	10,000	AND EQUIPMENT RENTAL (IF REQUIRED) MULTIPLIED BY MARK-UP FOR PROFIT, OVERHEAD, ETC. (EX. \$10,000 X 1.2 = \$12,000)	1.10	\$11,000.00	1.29	\$12,900.00	1.15	\$11,500.00	1.20	\$12,000.00	1.20	\$12,000.00
GRAND TOTAL FOR ITEMS 1 THRU 3				\$92,800.00		\$99,420.00		\$112,180.00		\$197,020.00		\$269,500.00
OPTIONS			OPTIONS		OPTIONS		OPTIONS		OPTIONS		OPTIONS	
DOES YOUR FIRM HAVE A BUCKET TRUCK AVAILABLE FOR PROJECT USE (YES OR NO)				YES		YES		YES		YES		NO
WHAT IS THE SIZE OF BUCKET TRUCK?				UP TO 100'		38'-60'		45'		30'		
COST FOR BUCKET TRUCK USE WITH OPERATOR?				\$85.00		\$55.00		\$94.00		\$240.00		

If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by CITY indicates to CITY that the award will be in the best interests of the CITY, and not necessarily to the lowest Bidder for the base bid or base bid plus add alternate bid at the City's sole discretion.

**AGREEMENT BETWEEN CITY OF CORAL SPRINGS, FLORIDA
AND IMPERIAL ELECTRICAL INCORPORATED FOR LICENSED ELECTRICAL
CONTRACTOR SERVICES**

THIS AGREEMENT, made and entered into the ____ day of _____, 2023
(hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

IMPERIAL ELECTRICAL INCORPORATED

a Florida profit corporation
951 NW 51st Place
Fort Lauderdale, Florida 33309
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on October 25, 2022, CITY issued Bid Number 23-B-013F for Licensed Electrical Contractor Services (hereinafter "Bid"); and

WHEREAS, CITY staff has reviewed the Bid and recommends that CONTRACTOR be selected for the services identified in the Bid, attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

2.01 CITY hereby retains CONTRACTOR for various electrical contractor services.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY's standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo

services described above, or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that the property shall be restored to its original condition.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services as detailed in the Bid, attached hereto and incorporated herein as Exhibit "A."

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

All payments for services shall be in accordance with the cost as designated in the Pricing Sheet, which is included in the Bid, attached hereto and incorporated herein as Exhibit "A," and invoiced by CONTRACTOR.

SECTION 6. TERM OF AGREEMENT

This term of this Agreement shall be from January 11, 2023 and shall terminate on January 10, 2026 with the option to renew for two (2) additional three (3) year renewals.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if

CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million (\$2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to

be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. FORCE MAJEURE AND APPROPRIATION

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar

causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. **E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 32. The same prices, terms and conditions of this agreement shall be available to other governmental entities located in Broward County, Miami-Dade County and Palm Beach County.

SECTION 33. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104
Email: gdixon@coralsprings.gov

CONTRACTOR: Michael Terango
Imperial Electrical Incorporated
951 NW 51st Place
Fort Lauderdale, Florida 33309
Tel.: (954) 325-2133
Email: mterango@aol.com

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and IMPERIAL ELECTRICAL INCORPORATED have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina gomez
Christina Gomez (Dec 29, 2022 15:05 EST)

CHRISTINA M. GOMEZ
Assistant City Attorney

**IMPERIAL ELECTRICAL
INCORPORATED**

By: Michael Terango
Michael Terango (Dec 29, 2022 14:01 EST)

Title: Pres

Print Name: Michael Terango



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

IMPERIAL ELECTRICAL INCORPORATED

Filing Information

Document Number P02000017808

FEI/EIN Number 01-0635999

Date Filed 02/13/2002

State FL

Status ACTIVE

Principal Address

951 NW 51 Place
Ft Lauderdale, FL 33309

Changed: 02/08/2016

Mailing Address

951 NW 51 Place
Ft Lauderdale, FL 33309

Changed: 02/08/2016

Registered Agent Name & Address

TERANGO, TRACY L
951 NW 51 Place
Ft Lauderdale, FL 33309

Address Changed: 02/08/2016

Officer/Director Detail

Name & Address

Title D

TERANGO, TRACY L
11821 NW 11TH ST.
PLANTATION, FL 33323

Title P

TERANGO, MICHAEL A
11821 NW 11 ST
PLANTATION, FL 33323

Annual Reports

Report Year	Filed Date
2020	01/15/2020
2021	01/11/2021
2022	01/25/2022

Document Images

01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
02/08/2016 -- ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
01/16/2014 -- ANNUAL REPORT	View image in PDF format
02/01/2013 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- ANNUAL REPORT	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
01/06/2010 -- ANNUAL REPORT	View image in PDF format
01/23/2009 -- ANNUAL REPORT	View image in PDF format
01/16/2008 -- ANNUAL REPORT	View image in PDF format
01/15/2007 -- ANNUAL REPORT	View image in PDF format
01/10/2006 -- ANNUAL REPORT	View image in PDF format
01/26/2005 -- ANNUAL REPORT	View image in PDF format
01/23/2004 -- ANNUAL REPORT	View image in PDF format
01/21/2003 -- ANNUAL REPORT	View image in PDF format
02/13/2002 -- Domestic Profit	View image in PDF format



BID FORMS SUBMISSION CHECKLIST

Project Name: Licensed Electrical Contractor

Bid No. 23-B-013F

Bidders Company Name: Imperial Electrical Inc

The following forms are to be completed and returned with the bid submittal on the above-named project. **Please submit one (1) original or electronic copy of the required forms.**

1. ☒ Bid submission checklist
2. ☒ Invitation to Bid – Bidder Acknowledgement (Page 1 only)
3. ☒ Bid Form & Bidder's Certification
5. ☒ Certified Resolution
6. ☒ Non-Collusive Affidavit
7. ☒ Foreign (non-Florida) Corp.
8. ☒ Qualifications Statement
9. ☒ References
10. ☒ Insurance Certificate
11. ☒ Proof of E-Verify Registration
12. ☐ Addenda Cover Page

***Omission of any of these forms may cause your bid to be deemed non-responsive.**

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
CORAL SPRINGS CITY HALL
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: LICENSED ELECTRICAL CONTRACTOR

BID NO.: 23-B-013F

BIDS WILL BE OPENED 2:00 P.M. (EST), November 16, 2022
and may not be withdrawn during the 90 calendar days following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.):

Miguel Machuca 954-344-1101

Imperial Electrical Inc
CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: Pres

TYPED/PRINTED NAME OF
AUTHORIZED AGENT: Michael Terango

ADDRESS: 11821 NW 11 ST
Plantation FL 33323

PHONE NO: (954) 325-2133

FEDERAL ID NUMBER OR SOCIAL
SECURITY NUMBER OF BIDDER:

_____ I certify that
this Bid acknowledgement is made without prior
understanding, agreement or connection with any
corporation, firm or person submitting a Bid for the same
commodities/ services, and is in all respects fair and without
collusion or fraud. I agree to abide by all conditions of this Bid
and certify that I am authorized to sign this Bid for the Bidder.
By signature on this form, Bidder acknowledges and accepts
without limitation, pages 1 through 5 inclusive of the Invitation
to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of

**BID FORM FOR LICENSED ELECTRICAL CONTRACTOR
BID NO. 23-B-013F**

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Manager is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

LICENSED ELECTRICAL CONTRACTOR

6. Bidder will complete the work for the following price(s):

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
1	2,000 hours	State registered or Broward County Licensed Electrical Contractor 8:00 a.m. thru 5:00 p.m. Monday thru Friday (excluding City holidays)	\$ 40	\$ 80,000
2	40 hours	State registered or Broward County Licensed Electrical Contractor. All times other than those listed on item #1.	\$ 45	\$ 1,800
3	\$10,000	Contractor's cost of materials and equipment rental (if required) multiplied by mark-up for profit, overhead, etc. (Ex. \$10,000 x 1.2 = \$12,000)	X 1.10 =	\$ 11,000
Grand Total for Items 1 thru 3				\$ 92,800

OPTIONS: <u>Fill out this section of the bid only if applicable to your company</u>	
Does your firm have a bucket truck available for project use? (Yes or No)	yes
What is the size of Bucket Truck?	up to 100'
Cost for Bucket Truck use with Operator?	\$5.00

NOTE: The hours and materials figures shown above are only estimates and are not to be interpreted as a minimum amount of work given under this contract.

7. The undersigned Bidder will extend the same prices, terms and conditions to other governments located in Broward, Miami-Dade, and Palm Beach County during the period covered by this contract and any extensions, if required. ☒ Yes ☐ No
8. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____
9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.
10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.
11. Communications concerning this Bid shall be addressed to:

Name:	Michael Terango
Address:	11821 NW 11 St Plantation, FL 33323
Email:	M.Terango@AOL.com
Telephone No.:	954-325-2133
Fax No.:	

12. The following documents are attached to and made as a condition to this Bid:

- (a) Bidder Acknowledgement (Page 1 only)
- (b) Bid Form and Bidder's Certification
- (c) Certified resolution (corporation, partnerships)
- (d) Non-collusive affidavit
- (e) Bidder's Foreign (Non-Florida) corporate statement
- (f) Bidder's qualification statement
- (g) References
- (h) Certificate(s) of insurance
- (i) Proof of E-Verify Registration
- (j) Addenda Cover Page

BIDDER'S CERTIFICATION

WHEN BIDDER IS AN INDIVIDUAL

In witness whereof, the Bidder has executed this Bid Form this 15 day of Nov, 2022

By:

[Signature] Pres

Signature of Individual/Title

Michael Teranga

Printed Name of Individual

Witness

ACKNOWLEDGEMENT

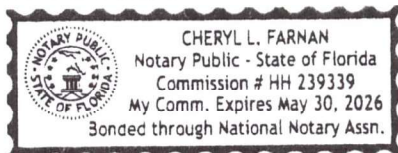
State of FL
County of Broward

The foregoing instrument was acknowledged before me this 15 day of Nov, 2022, by Michael Teranga who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]

NOTARY PUBLIC



(Name of Notary Public: Print, Stamp, or type as Commissioned)

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 15 day of Nov, 2022.

Witness

[Signature]
Signature of Owner

Imperial Electrical Inc
Printed Name of Corporation,
Partnership, Firm

Witness

Michael Terango
Printed Name of Owner

11821 NW 11 ST
Business Address

Plantation, FL 33323
City/State/Zip

(954) 325-2133
Business Phone Number

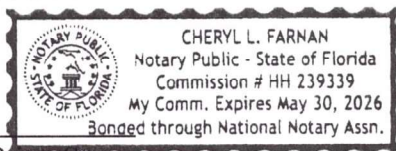
ACKNOWLEDGEMENT

State of FL
County of Broward

The foregoing instrument was acknowledged before me this 15 day of Nov, 2022, by Michael Terango (Name), Pres (Title) of Imperial Electrical (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC



(Name of Notary Public: Print, Stamp,
or type as Commissioned)

CERTIFIED RESOLUTION

I, Tracy Terango (Name), the duly elected Secretary of Imperial Electrical (Corporate Title), a corporation* organized and existing under the laws of the State of FL, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Michael Terango (Name)" The duly elected Pres (Title of Officer) of Imperial Electrical (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Michael Terango</u>	<u>Pres</u>	
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this 15 day of Nov, 2022.

(SEAL)

By:

Tracy C Terango
Secretary

Sec
Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

*The Term Corporation shall include Corporation, Company, or Partnership

NON-COLLUSIVE AFFIDAVIT

State of FL)

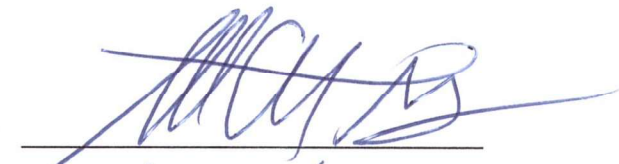
County of Broward) ss.

Michael Terango being first duly sworn, deposes and says that:

- (1) He/she is the Pres, (Owner, Partner, Officer, Representative or Agent) of Imperial Electrical, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By:


Michael Teranga
(Printed Name)
Pres
(Title)

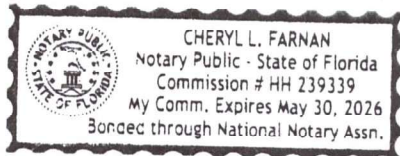
ACKNOWLEDGEMENT

State of FL
County of Broward

The foregoing instrument was acknowledged before me this 15 day of Nov
_____, 2022, by Michael Teranga, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal


NOTARY PUBLIC



(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

N/A

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER



QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
Purchasing Manager

ADDRESS: City Hall
9500 West Sample Road
Coral Springs, Florida 33065

SELECT ONE

SUBMITTED BY: Michael Terango

NAME Imperial Electrical Inc

ADDRESS: 11521 NW 11 ST
Plantation, FL 33323

TELEPHONE NO. 954-325-2133

FAX NO. _____

E-MAIL ADDRESS: M.Terango@AOL.com

☒ Corporation
☐ Partnership
☐ Individual
☐ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: Imperial Electrical Inc

The address of the principal place of business is: 951 NW 51 Pl
Ft Lauderdale FL 33309

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: Jan 2002
- b. State of Incorporation: FL
- c. President's name: Michael Terango
- d. Vice President's name: _____
- e. Secretary's name: Tracy Terango
- f. Treasurer's name: _____

g. Name and address of Resident Agent:

Michael Terango
11821 NW 11 St
Ft Lauderdale FL 33323

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

20

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. **Please attach certificate of competency and/or state registration.**

EC 13007820

8. Have you personally inspected the site of the proposed work?
(Y) Y (N) _____
9. Do you have a complete set of documents, including drawings and addenda?
(Y) Y (N) _____
10. Did you attend the Pre-Bid Conference if any such conference was held?
(Y) Y (N) _____
11. Have you ever, failed to complete any work awarded to you? If so, state when, where and why?

NO

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

NO

13. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

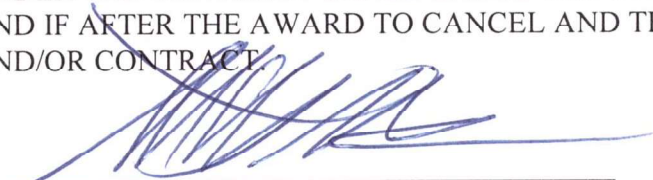
- a. List all pending lawsuits:

N/A

- b. List all lawsuits which have been completed within the past five (5) years:

N/A

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.



Signature

State of FL
County of Broward

The foregoing instrument was acknowledged before me this 15 day of NOV, 2022 by Michael Teranga of Imperial Electrical, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.



NOTARY PUBLIC



(Name of Notary Public, Print Stamp, or type as Commissioned)



REFERENCES

In order to receive Bid Award consideration on the proposed bid, this "References sheet" must be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): Imperial Electrical Inc
Address: 11821 NW 11th St Plantation, FL 33325
Telephone No.: (954) 325-2133 Fax No.: ()
Contact person: Mike Title: Pres
Number of years in business: 20 Years
E-mail Address: MTeranga@aol.com
Address of nearest facility: _____

Provide five (5) companies or governmental agencies where these services have been provided to in the last year.

1. Company Name: City of Sunrise
Address: _____
Contact Person: Steve Kane Title: _____
Telephone No: 954 240-2775 Email: Skane@cityofsunrise.org
Scope of Work: Electrical Maintenance Contract
Project Dates (Month & Year): 2010 To Present
Contract Amount: \$ _____ Change Orders (Y/N) _____
2. Company Name: Musco Sports Lighting
Address: _____
Contact Person: Jason Frucht Title: Sales Rep
Telephone No: 954 732-5674 Email: Jason.Frucht@musco.com
Scope of Work: sports lighting installation
Project Dates (Month & Year): 20 years
Contract Amount: \$ _____ Change Orders (Y/N) _____
3. Company Name: City of Lauderdale Lakes
Address: _____
Contact Person: Robin Sordelen Title: Utility Super
Telephone No: 954 709-3533 Email: _____
Scope of Work: Electrical Maintenance
Project Dates (Month & Year): 2012 - Present
Contract Amount: \$ _____ Change Orders (Y/N) _____

4. Company Name: City of Plantation
Address: _____
Contact Person: Steve Rodgers Title: _____
Telephone No: (954) 452-2538 Email: S.Rodgers@Plantation.org
Scope of Work: Electrical Maintenance
Project Dates (Month & Year): 5 years
Contract Amount: \$ _____ Change Orders (Y/N) _____
5. Company Name: City of Cooper City
Address: _____
Contact Person: Rob May Title: Fac Super
Telephone No: (954) 934-2300 Email: RMay@CooperCity.gov
Scope of Work: Electrical Maintenance
Project Dates (Month & Year): 2010
Contract Amount: \$ _____ Change Orders (Y/N) _____
6. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Telephone No: () _____ Email: _____
Scope of Work: _____
Project Dates (Month & Year): _____
Contract Amount: \$ _____ Change Orders (Y/N) _____
7. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Telephone No: () _____ Email: _____
Scope of Work: _____
Project Dates (Month & Year): _____
Contract Amount: \$ _____ Change Orders (Y/N) _____
8. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Telephone No: () _____ Email: _____
Scope of Work: _____
Project Dates (Month & Year): _____
Contract Amount: \$ _____ Change Orders (Y/N) _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Darcy Silver	
Townsend Insurance Services, LLC		PHONE (A/C, No, Ext): (954) 764-9099	FAX (A/C, No): (954) 960-6357
5931 NW 61st Manor		E-MAIL ADDRESS: darcy@tisinsfl.com	
Parkland		INSURER(S) AFFORDING COVERAGE	
FL 33067		INSURER A: Nationwide Ins Co Of Amer	
INSURED		INSURER B: Nationwide Mutual Insurance Company	
Imperial Electrical Incorporated		INSURER C: FFVA Mutual Insurance Co	
11821 NW 11th Street		INSURER D: INFINITY ASSURANCE INSURANCE COMPANY	
Plantation		INSURER E:	
FL 33323		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL22101703812**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		ACP CG013220172897	10/22/2022	10/22/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
D	AUTOMOBILE LIABILITY			509-82007-9313-001	10/22/2022	10/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR			ACP CU043220172897	10/22/2022	10/22/2023	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED \$ RETENTION \$						Products/Com/Op Agg \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC840-0032839-2022A	10/22/2022	10/22/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Coral Springs is named Additional Insured with respect to General Liability Policy when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Coral Springs 9500 West Sample Rd Coral Springs FL 33065	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Company ID Number: 2022847

Approved by:

Employer Imperial Electrical Inc	
Name (Please Type or Print) michael A terango	Title
Signature Electronically Signed	Date 11/15/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/15/2022

Company ID Number: 2022847

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Imperial Electrical Inc
Company Facility Address	11821 NW 11 ST PLANTATION, FL 33323
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	010635999
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TERANGO, MICHAEL ANDREW

IMPERIAL ELECTRICAL INCORPORATED
951 NW 51ST PLACE
FORT LAUDERDALE FL 33309

LICENSE NUMBER: EC13007820

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Agreement with Imperial Electrical Incorporated

Final Audit Report

2022-12-29

Created:	2022-12-28
By:	Miguel Machuca (mmachuca@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAanJMiQY4dWMs-VOAGRpqfR6Nf6w5b_9Q

"Agreement with Imperial Electrical Incorporated" History

 Document created by Miguel Machuca (mmachuca@coralsprings.org)

2022-12-28 - 8:04:10 PM GMT- IP address: 24.233.167.201

 Document emailed to mterango@aol.com for signature

2022-12-28 - 8:05:22 PM GMT

 Email viewed by mterango@aol.com

2022-12-29 - 6:59:44 PM GMT- IP address: 69.147.86.138

 Signer mterango@aol.com entered name at signing as Michael Terango

2022-12-29 - 7:01:36 PM GMT- IP address: 162.17.114.210

 Document e-signed by Michael Terango (mterango@aol.com)

Signature Date: 2022-12-29 - 7:01:38 PM GMT - Time Source: server- IP address: 162.17.114.210

 Document emailed to cgomez@coralsprings.gov for signature

2022-12-29 - 7:01:42 PM GMT

 Email viewed by cgomez@coralsprings.gov

2022-12-29 - 8:03:28 PM GMT- IP address: 24.233.167.201

 Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez

2022-12-29 - 8:05:48 PM GMT- IP address: 24.233.167.201

 Document e-signed by Christina Gomez (cgomez@coralsprings.gov)

Signature Date: 2022-12-29 - 8:05:50 PM GMT - Time Source: server- IP address: 24.233.167.201

 Agreement completed.

2022-12-29 - 8:05:50 PM GMT

**AGREEMENT BETWEEN CITY OF CORAL SPRINGS, FLORIDA
AND KILOWATT ELECTRIC COMPANY FOR LICENSED ELECTRICAL
CONTRACTOR SERVICES**

THIS AGREEMENT, made and entered into the ____ day of _____, 2023
(hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

KILOWATT ELECTRIC COMPANY
a Florida corporation
1700 NW 22nd Avenue
Pompano Beach, Florida 33069
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on October 25, 2022, CITY issued Bid Number 23-B-013F for Licensed Electrical Contractor Services (hereinafter "Bid"); and

WHEREAS, CITY staff has reviewed the Bid and recommends that CONTRACTOR be selected for the services identified in the Bid, attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

2.01 CITY hereby retains CONTRACTOR for various electrical contractor services.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY's standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described above, or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that the property shall be restored to its original condition.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services as detailed in the Bid, attached hereto and incorporated herein as Exhibit "A."

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

All payments for services shall be in accordance with the cost as designated in the Pricing Sheet, which is included in the Bid, attached hereto and incorporated herein as Exhibit "A," and invoiced by CONTRACTOR.

SECTION 6. TERM OF AGREEMENT

This term of this Agreement shall be from January 11, 2023 and shall terminate on January 10, 2026 with the option to renew for two (2) additional three (3) year renewals.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available

to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. **INDEMNIFICATION**

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. **SCRUTINIZED COMPANIES**

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business

operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.

(f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million (\$2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. **CONFLICT OF INTEREST**

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. **WARRANTIES**

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 Changes in Staff. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT,

CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.
- (2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.
- (3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
- (4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. **SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. **CONFLICT**

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. **FORCE MAJEURE AND APPROPRIATION**

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. **E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 32. The same prices, terms and conditions of this agreement shall be available to other governmental entities located in Broward County, Miami-Dade County and Palm Beach County.

SECTION 33. **NOTICES**

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104
Email: gdixon@coralsprings.gov

CONTRACTOR: Edward Flack, President
Kilowatt Electric Company
1700 NW 22nd Avenue
Pompano Beach, Florida 33069
Telephone: (954) 975-8200
Email: eddie_flack@kilowatt-electric.com

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IN WITNESS WHEREOF, CITY OF CORAL SPRINGS and KILOWATT ELECTRIC COMPANY have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez

Christina Gomez (Dec 28, 2022 18:42 EST)

CHRISTINA M. GOMEZ
Assistant City Attorney

KILOWATT ELECTRIC COMPANY

By: *edward flack*

Title: president

Print Name: edward flack



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
KILOWATT ELECTRIC COMPANY

Filing Information

Document Number P93000023334
FEI/EIN Number 65-0406974
Date Filed 03/25/1993
State FL
Status ACTIVE

Principal Address

1700 NW 22ND AVENUE
POMPANO BEACH, FL 33069

Changed: 03/25/2009

Mailing Address

1700 NW 22ND AVENUE
POMPANO BEACH, FL 33069

Changed: 03/25/2009

Registered Agent Name & Address

FLACK, EDWARD D
1700 NW 22ND AVENUE
POMPANO BEACH, FL 33069

Name Changed: 05/02/2000

Address Changed: 03/25/2009

Officer/Director Detail

Name & Address

Title PD

FLACK, EDWARD
1700 NW 22ND AVE
POMPANO BEACH, FL 33069

Title TS

FLACK, SHAINA M
1700 NW 22ND AVE
POMPANO BEACH, FL 33069

Annual Reports

Report Year	Filed Date
2020	01/13/2020
2021	01/11/2021
2022	01/24/2022

Document Images

01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
01/14/2018 -- ANNUAL REPORT	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
03/29/2016 -- ANNUAL REPORT	View image in PDF format
01/10/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
06/11/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
02/28/2011 -- ANNUAL REPORT	View image in PDF format
04/14/2010 -- ANNUAL REPORT	View image in PDF format
03/25/2009 -- Reg. Agent Change	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/08/2008 -- ANNUAL REPORT	View image in PDF format
11/11/2007 -- ANNUAL REPORT	View image in PDF format
05/02/2007 -- ANNUAL REPORT	View image in PDF format
04/03/2006 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- ANNUAL REPORT	View image in PDF format
04/30/2004 -- ANNUAL REPORT	View image in PDF format
04/14/2003 -- ANNUAL REPORT	View image in PDF format
05/29/2002 -- ANNUAL REPORT	View image in PDF format
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05/02/2000 -- ANNUAL REPORT	View image in PDF format
03/22/1999 -- ANNUAL REPORT	View image in PDF format
01/15/1998 -- ANNUAL REPORT	View image in PDF format
08/14/1997 -- ANNUAL REPORT	View image in PDF format
03/27/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format



BID FORMS SUBMISSION CHECKLIST

Project Name: Licensed Electrical Contractor

Bid No. 23-B-013F

Bidders Company Name: Kilowatt Electric Company

The following forms are to be completed and returned with the bid submittal on the above-named project. **Please submit one (1) original or electronic copy of the required forms.**

1. ☒ Bid submission checklist
2. ☒ Invitation to Bid – Bidder Acknowledgement (Page 1 only)
3. ☒ Bid Form & Bidder's Certification
5. ☒ Certified Resolution
6. ☒ Non-Collusive Affidavit
7. ☒ Foreign (non-Florida) Corp.
8. ☒ Qualifications Statement
9. ☒ References
10. ☒ Insurance Certificate
11. ☒ Proof of E-Verify Registration
12. ☒ Addenda Cover Page

***Omission of any of these forms may cause your bid to be deemed non-responsive.**



DATE: October 25, 2022

BID NUMBER: 23-B-013F

INVITATION TO BID

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as the CITY, will receive sealed Bids at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, for:

LICENSED ELECTRICAL CONTRACTOR

Sealed Bids must be received and time stamped by the Purchasing Division Office, electronically, by mail, or hand delivery, no later than 2:00 p.m. local time on Wednesday, November 16, 2022. A public opening will take place at or before 2:15 p.m. in the Everglades Room located on the 1st floor in City Hall on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. The Bidder is responsible to ensure that the electronic files were properly received, any uncertainty regarding the time a bid is received will be resolved against the Bidder. Electronic Bid Submittals will be accepted through www.DemandStar.com or emailed to bids@coralsprings.gov. Physically delivered Bid Submittal will also be accepted.

Any questions you may have regarding this project can be sent via email to mmachuca@coralsprings.gov. The last day to submit questions will be Monday, November 7, 2022 by 5:00p.m. Questions received after the stated date and time will not be addressed.

The CITY reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Miguel Machuca
Assistant Purchasing Manager

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
CORAL SPRINGS CITY HALL
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

BID TITLE: LICENSED ELECTRICAL CONTRACTOR

BID NO.: 23-B-013F

BIDS WILL BE OPENED 2:00 P.M. (EST), November 16, 2022
and may not be withdrawn during the 90 calendar days
following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.):

Miguel Machuca 954-344-1101

Kilowatt Electric Company

CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: President

TYPED/PRINTED NAME OF

AUTHORIZED AGENT: Edward Flack

ADDRESS: 1700 NW 22ND AVE

Pompano Beach, FL 3309

PHONE NO: (954) 975-8200

FEDERAL ID NUMBER OR SOCIAL

SECURITY NUMBER OF BIDDER: 65-0406974

65-0406974

I certify that this Bid acknowledgement is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

INSTRUCTIONS TO BIDDERS:

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)

)ss.

County of BROWAR)

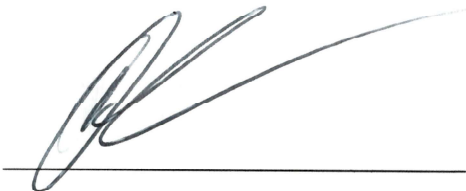
EDWARD FLACK being first duly sworn, deposes and says that:

- (1) He/she is the OWNER, (Owner, Partner, Officer, Representative or Agent) of KILOWATT ELECTRIC COMPANY, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Shaina Flack

Diane Garlinghouse

By: 

EDWARD FLACK

(Printed Name)

PRESIDENT

(Title)

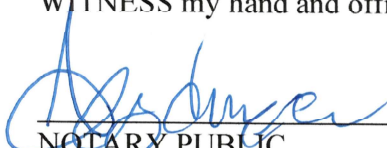
ACKNOWLEDGEMENT

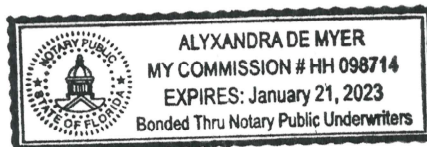
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 15th day of November 2022, by Edward D Flack, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal


NOTARY PUBLIC



Alyxandra de Myer

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

- (a) Maintaining, defending, or settling any proceeding.
- (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- (c) Maintaining bank accounts.
- (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
- (e) Selling through independent contractors.
- (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
- (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- (i) Transacting business in interstate commerce.
- (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
- (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- (m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

NA

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

CERTIFIED RESOLUTION

I, EDWARD D FLACK (Name), the duly elected Secretary of PRESIDENT
 (Corporate Title), a corporation* organized and existing under the laws of the State of FLORIDA
, do hereby certify that the following Resolution was unanimously adopted and passed by
a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-
laws of the said corporation.

"IT IS HEREBY RESOLVED THAT EDWARD D FLACK (Name)" The duly elected _____
PRESIDENT (Title of Officer) of KILOWATT ELECTRIC COMPANY (Corporate Title) be and is hereby
authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and
such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid
Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts
and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing
resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>EDWARD FLACK</u>	<u>PRESIDENT</u>	
<u>SHAINA FLACK</u>	<u>SECRETARY</u>	

Given under my hand and the Seal of the said corporation this 15th day of November 2022.

(SEAL)

By: Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

*The Term Corporation shall include Corporation, Company, or Partnership



**BID FORM FOR LICENSED ELECTRICAL CONTRACTOR
BID NO. 23-B-013F**

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Manager is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

LICENSED ELECTRICAL CONTRACTOR

6. Bidder will complete the work for the following price(s):

Item	Estimated Quantity	Description	Unit Cost	Extended Cost
1	2,000 hours	State registered or Broward County Licensed Electrical Contractor 8:00 a.m. thru 5:00 p.m. Monday thru Friday (excluding City holidays)	\$ 42	\$ 84,000
2	40 hours	State registered or Broward County Licensed Electrical Contractor. All times other than those listed on item #1.	\$ 63.00	\$ 2,520
3	\$10,000	Contractor's cost of materials and equipment rental (if required) multiplied by mark-up for profit, overhead, etc. (Ex. \$10,000 x 1.2 = \$12,000)	X 1.29 =	\$ 12,900
Grand Total for Items 1 thru 3				\$99,420

OPTIONS: <u>Fill out this section of the bid only if applicable to your company</u>	
Does your firm have a bucket truck available for project use? (<u>Yes or No</u>)	YES
What is the size of Bucket Truck?	38 - 60
Cost for Bucket Truck use with Operator?	\$55.00/HR

NOTE: The hours and materials figures shown above are only estimates and are not to be interpreted as a minimum amount of work given under this contract.

7. The undersigned Bidder will extend the same prices, terms and conditions to other governments located in Broward, Miami-Dade, and Palm Beach County during the period covered by this contract and any extensions, if required. X Yes No

8. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. _____	Date _____
Addendum No. _____	Date _____
Addendum No. _____	Date _____

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

11. Communications concerning this Bid shall be addressed to:

Name: EDWARD FLACK

Address: 1700 NW 22ND AVE, POMPAHO BEACH, FL 33069

Email: EDDIE_FLACK@KILOWATT-ELECTRIC.COM

Telephone No.: 954-975-8200

Fax No.: 954-975-9946

12. The following documents are attached to and made as a condition to this Bid:

- (a) Bidder Acknowledgement (Page 1 only)
- (b) Bid Form and Bidder's Certification
- (c) Certified resolution (corporation, partnerships)
- (d) Non-collusive affidavit
- (e) Bidder's Foreign (Non-Florida) corporate statement
- (f) Bidder's qualification statement
- (g) References
- (h) Certificate(s) of insurance
- (i) Proof of E-Verify Registration
- (j) Addenda Cover Page

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 15th day of November, 2022.

Shaina Flack

Witness

[Signature]
Signature of Owner

KILOWATT ELECTRIC COMPANY

Printed Name of Corporation,
Partnership, Firm

EDWARD FLACK

Printed Name of Owner

1700 NW 22ND AVE

Business Address

POMPANO BEACH, FL 33069

City/State/Zip

(954) 975-8200

Business Phone Number

Diane Garlinghouse

Witness

ACKNOWLEDGEMENT

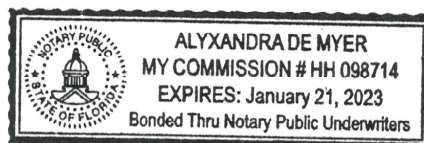
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 15th day of November, 2022, by Edward D Flack (Name), President (Title) of Kilowatt Electric Company (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC



Alyxandra demyer
(Name of Notary Public: Print, Stamp,
or type as Commissioned)



QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
Purchasing Manager

ADDRESS: City Hall
9500 West Sample Road
Coral Springs, Florida 33065

SELECT ONE

SUBMITTED BY: EDWARD FLACK

NAME KILOWATT ELECTRIC COMPANY

ADDRESS: 1700 NW 22ND AVE
POMPANO BEACH, FL 33069

TELEPHONE NO. 954-975-8200

FAX NO. 954-975-9946

E-MAIL ADDRESS: EDDIE_FLACK@KILOWATT-ELECTRIC.COM

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: KILOWATT ELECTRIC COMPANY

The address of the principal place of business is: 1700 NW 22ND AVE
POMPANO BEACH, FL 33069

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: MARCH 25, 1993
- b. State of Incorporation: FLORIDA
- c. President's name: EDWARD FLACK
- d. Vice President's name: EDWARD FLACK
- e. Secretary's name: SHAINA FLACK
- f. Treasurer's name: NA

g. Name and address of Resident Agent:

EDWARD FLACK
18604 MACH ONE DR
PORT ST LUCIE, FL 34987

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

29 Years

a. Under what other former names has your organization operated?

NA

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. **Please attach certificate of competency and/or state registration.**

EC13001961

8. Have you personally inspected the site of the proposed work?

(Y) Y (N)

9. Do you have a complete set of documents, including drawings and addenda?

(Y) Y (N)

10. Did you attend the Pre-Bid Conference if any such conference was held?

(Y) (N) X

11. Have you ever, failed to complete any work awarded to you? If so, state when, where and why?

NO

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

NO

13. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

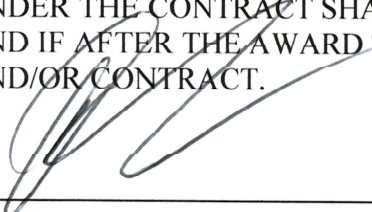
- a. List all pending lawsuits:

NA

- b. List all lawsuits which have been completed within the past five (5) years:

NA

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.



Signature

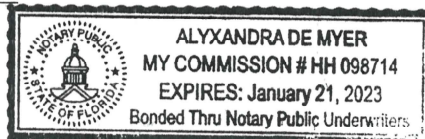
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 15th day of November 2022, 2022 by Edward D Flack of Kilowatt Electric Company, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.


NOTARY PUBLIC



Alyxandra de Myer
(Name of Notary Public: Print, Stamp, or type as Commissioned)



REFERENCES

In order to receive Bid Award consideration on the proposed bid, this "References sheet" must be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): KILOWATT ELECTRIC COMPANY
Address: 1700 NW 22ND AVE
Telephone No: (954) 975-8200 Fax No.: (954) 975-9946
Contact person: EDWARD FLACK Title: PRESIDENT
Number of years in business: 29 Years
E-mail Address: EDDIE_FLACK@KILOWATT-ELECTRIC.COM
Address of nearest facility: 1700 NW 22ND AVE, POMPANO BEACH, FL 33069

Provide five (5) companies or governmental agencies where these services have been provided to in the last year.

1. Company Name: SILVER SPRINGS NETWORKS
Address: 555 BROADWAY STREET, REDWOOD CITY, CA
Contact Person: DOUG IMBERMAN Title: PROJECT LEAD
Telephone No: (650) 839-4000X50202 Email: _____
Scope of Work: _____
Project Dates (Month & Year): MARCH 2008 - CURRENT
Contract Amount: \$ _____ Change Orders (Y/N) _____
2. Company Name: BLUESTREAM COMMUNICATIONS
Address: 12409 NW 35TH STREET, CORAL SPRINGS, FL 33065
Contact Person: SKIP BUCK Title: _____
Telephone No: (772) 216-7486 Email: sbuck@bluestreamfiber.com
Scope of Work: INSTALL CABLE PEDASTALS
Project Dates (Month & Year): _____
Contract Amount: \$ _____ Change Orders (Y/N) _____
3. Company Name: TEP DESIGN BUILD
Address: 326 TRYON RD, RALEIGH, NC 27603
Contact Person: JASON RUDD Title: PROJECT MANAGER
Telephone No: (772) 501-2096 Email: JDRUDD@TEPGROUP.NET
Scope of Work: INSTALL SMALL CELL NODES FOR VERIZON
Project Dates (Month & Year): 2020 - CURRENT
Contract Amount: \$ _____ Change Orders (Y/N) _____

4. Company Name: CITY OF CORAL SPRINGS
Address: 9551 SAMPLE ROAD, CORAL SPRINGS, FL
Contact Person: FRANK GROSS Title: _____
Telephone No: () Email: FGROSS@CORALSPRINGS.GOV
Scope of Work: LICENSED ELECTRICAL CONTRACTOR
Project Dates (Month & Year): 1999 - CURRENT
Contract Amount: \$ _____ Change Orders (Y/N) _____
5. Company Name: CITY OF OAKLAND PARK
Address: 5100 NE 12TH TERRACE, OAKLAND PARK, FL 33334
Contact Person: DONTE WILLIAMS Title: STREETS FOREMAN
Telephone No: (954) 589-9470 Email: DONTEW@OAKLANDPARKFL.GOV
Scope of Work: LICENSED ELECTRICAL CONTRACTOR
Project Dates (Month & Year): _____
Contract Amount: \$ _____ Change Orders (Y/N) _____
6. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Telephone No: () Email: _____
Scope of Work: _____
Project Dates (Month & Year): _____
Contract Amount: \$ _____ Change Orders (Y/N) _____
7. Company Name: _____
Address: _____
Contact Person: _____ Title: _____
Telephone No: () Email: _____
Scope of Work: _____
Project Dates (Month & Year): _____
Contract Amount: \$ _____ Change Orders (Y/N) _____
8. Company Name: (772) 216-7486
Address: _____
Contact Person: _____ Title: _____
Telephone No: () Email: _____
Scope of Work: _____
Project Dates (Month & Year): _____
Contract Amount: \$ _____ Change Orders (Y/N) _____



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FLACK, EDWARD DEAN

KILOWATT ELECTRIC COMPANY
1700 NW 22 AVE
POMPANO BEACH FL 33069

LICENSE NUMBER: EC13001961

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



KILOELE-03

MCFADDENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: Tanesha McFadden	
	PHONE (A/C, No, Ext): (321) 257-7974	FAX (A/C, No):
INSURED Kilowatt Electric Company 1700 Northwest 22nd Avenue Pompano Beach, FL 33069	E-MAIL ADDRESS: Tanesha.McFadden@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Insurance Company	
	INSURER B: LUBA Casualty Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			7033814180	6/2/2022	6/2/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7033803292	6/2/2022	6/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000			7033814440	6/2/2022	6/2/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC307-0123529-2022A	12/1/2022	12/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			7033814180	6/2/2022	6/2/2023	Scheduled w/2500 DED 210,031

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Coral Springs 9500 West Sample Road Coral Springs, FL 33065	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>R. Dean Dwyer Jr.</i>



My Company Account

My Company Profile

Company Information

Company Name

Kilowatt Electric Company

Doing Business As (DBA) Name

Kilowatt Electric Company

Company ID

2020167

Enrollment Date

Nov 11, 2022

Employer Identification Number (EIN)

650406974

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

Agreement with Kilowatt Electric Company

Final Audit Report

2022-12-28

Created:	2022-12-28
By:	Miguel Machuca (mmachuca@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQS0ityL3wviMKqvw5hIAjTmHxL0nNbr

"Agreement with Kilowatt Electric Company" History

-  Document created by Miguel Machuca (mmachuca@coralsprings.org)
2022-12-28 - 8:00:23 PM GMT- IP address: 24.233.167.201
-  Document emailed to edward flack (eddie_flack@kilowatt-electric.com) for signature
2022-12-28 - 8:01:40 PM GMT
-  Email viewed by edward flack (eddie_flack@kilowatt-electric.com)
2022-12-28 - 8:05:20 PM GMT- IP address: 174.205.99.200
-  Document e-signed by edward flack (eddie_flack@kilowatt-electric.com)
Signature Date: 2022-12-28 - 9:44:47 PM GMT - Time Source: server- IP address: 69.162.16.16
-  Document emailed to cgomez@coralsprings.gov for signature
2022-12-28 - 9:44:50 PM GMT
-  Email viewed by cgomez@coralsprings.gov
2022-12-28 - 11:41:37 PM GMT- IP address: 174.211.170.114
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2022-12-28 - 11:42:21 PM GMT- IP address: 174.211.170.114
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2022-12-28 - 11:42:23 PM GMT - Time Source: server- IP address: 174.211.170.114
-  Agreement completed.
2022-12-28 - 11:42:23 PM GMT

Summary Sheet

Agenda Item: 13.

Meeting Date: January 11,
2023

Subject: HVAC Replacement, Repair, and Maintenance Services (John Norris)

Requested Action:

(A) Request to award contract for HVAC Replacement, Repair, and Maintenance Services via City of Oakland Park, Florida Bid #041521 to **Advanced Roofing, Inc. d/b/a Advanced Air Systems** of Fort Lauderdale, Florida from January 11, 2023, through September 30, 2023, with two additional two-year renewal options. The estimated annual expenditure is \$125,000.

(B) Request to authorize the Purchasing Manager to execute and approve the renewals.

(C) Request to authorize the Purchasing Manager to execute and approve change orders up to \$45,000. Funding source: Approved Capital Budget and Operating Budget. Strategic Goal: An innovative High Performing Sustainable Organization. (REQUEST TO RENEW, AUTHORIZE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)
[# 1 - Agreement](#)

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Nicholas Caradonna
DOC ID: 1126

SUBJECT: HVAC Replacement, Repair, and Maintenance Services (John Norris)

PLACEMENT: Consent

REQUESTED ACTION: (A) Request to award contract for HVAC Replacement, Repair, and Maintenance Services via City of Oakland Park, Florida Bid #041521 to **Advanced Roofing, Inc. d/b/a Advanced Air Systems** of Fort Lauderdale, Florida from January 11, 2023 through September 30, 2023 with two (2) additional two (2) year renewal options. The estimated annual expenditure is \$125,000.

(INCLUDE CONTRACT START/TERM DATES)

(B) Request to authorize the Purchasing Manager to execute and approve the renewals.

(C) Request to authorize the Purchasing Manager to execute and approve change orders up to \$45,000.

Funding source: Approved Capital Budget and Operating Budget.
Strategic Goal: An innovative High Performing Sustainable Organization. (REQUEST TO RENEW, AUTHORIZE)

ATTACHMENTS: #1 – Agreement

BACKGROUND / DESCRIPTION:

The City currently has multiple brands of heating, ventilation, and air conditioning (HVAC) equipment in place at various City facilities. The primary vendors the City currently utilizes for the repair, maintenance and replacement of HVAC equipment are Trane U.S, Inc. and Johnson Controls, Inc. However, several facilities utilize propriety HVAC equipment from the manufacturer Daikin. Advanced Roofing, Inc. d/b/a Advanced Air Systems of Fort Lauderdale, Florida is factory authorized to service and repair Daikin equipment. As this brand of equipment ages and components require more frequent replacement, it would be advantageous to have a factory certified HVAC contractor with the diagnostic tools and trained technicians to service the equipment. Advanced Roofing Inc. dba Advanced Air Systems would also be utilized to repair and replace brands of equipment other than Trane U.S, Inc. and Johnson Controls, Inc. throughout the City.

The Public Works Department and the Purchasing Division staff recommend awarding the contract for HVAC Replacement, Repair, and Maintenance Services via City of Oakland Park, Florida Bid #041521 to Advanced Roofing, Inc. d/b/a Advanced Air Systems of Fort Lauderdale, Florida from January 11, 2023 through September 30, 2023 with two (2) additional two (2) year renewal options. Request to authorize the Purchasing Manager to execute and approve the renewals and changes orders up to \$45,000. The estimated annual expenditure is \$125,000.

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
ADVANCED ROOFING, INC. d/b/a ADVANCED AIR SYSTEMS FOR HVAC
REPLACEMENT, REPAIRS, AND MAINTENANCE**

THIS AGREEMENT, made and entered into the _____ day of _____, 2022

(hereinafter "Effective Date"), by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

**ADVANCED ROOFING, INC.
d/b/a ADVANCED AIR SYSTEMS**

a Florida corporation
1950 NW 22nd Street
Fort Lauderdale, Florida 33311
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on September 9, 2021, the City of Oakland Park, Florida awarded Bid# 041521 for HVAC Maintenance and Repair Services (Term Contract) ("City of Oakland Park Contract") to CONTRACTOR and the Bid is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the City of Oakland Park Contract is effective October 1, 2021 through September 30, 2023, with the option to renew for two (2) additional two (2) year periods and the Resolution and Agreement are attached hereto and incorporated herein as Exhibit "B;" and

WHEREAS, the City of Oakland Park Contract has been reviewed by City staff and finds that the City of Oakland Park Contract provides for HVAC Replacement, Repairs and Maintenance (Term Contract); and

WHEREAS, Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the City of Oakland Park Contract in providing HVAC Replacement, Repairs, and Maintenance for CITY and said pricing is attached hereto and incorporated herein as Exhibit "B;" and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this Agreement based on the City of Oakland Park Contract, as amended; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The prices, terms, and conditions of the City of Oakland Park Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the City of Oakland Park Contract, as amended, except said services shall be performed in and for CITY pursuant to terms and conditions set forth in this Agreement.

B. CONTRACTOR shall perform the services in and for CITY as detailed in the City of Oakland Park Contract attached hereto and incorporated herein as Exhibits "A" and "B."

C. The Contract Administrator for CITY shall be Paul Zahn, Facilities Manager, at 954-344-1132, pzahn@coralsprings.gov.

D. The current City of Oakland Park Contract expiration date is September 30, 2023.

E. **INSURANCE**

CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy, or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Coordinator. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

F. Notices shall be sent to the following:

CITY: Paul Zahn, Facilities Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1132
Email: pzahn@coralsprings.gov

Copy to: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1104
Email: gdixon@coralsprings.gov

CONTRACTOR: Paul Murphy
Advanced Roofing, Inc. d/b/a Advanced Air Systems
1950 NW 22nd Street
Fort Lauderdale, Florida 33311
Telephone:(954) 332-1418 x1620
Email: paulm@advancedairsystem.com

G. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

H. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for City of Coral Springs, Florida.

I. ATTORNEY'S FEES AND COSTS

In the event that CITY is required to file legal action against CONTRACTOR to collect any amounts due under this Agreement, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

J. COMPENSATION/PAYMENT

CITY agrees to pay CONTRACTOR for services in accordance with the costs as designated in Exhibit "B." Request for payment shall be submitted to the City of Coral Springs, Public Works Department, 9500 West Sample Road, Coral Springs, Florida 33065. CITY shall pay CONTRACTOR within thirty calendar days of approval of all invoices by CITY. Final payment will be made upon final approval and acceptance by CITY.

K. INDEMNIFICATION

(1) The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained

herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

(2) CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs, attorneys' fees and paralegal expenses that may result by reason of any infringement or claim of infringement of any U.S. patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

(3) Nothing contained herein is intended nor shall be construed to waive CITY'S rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time.

L. PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Purchasing Order is issued. Any delays in obtaining permits must be brought to the attention of CITY'S Contract Administrator without delay.

M. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.
- (2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.
- (3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
- (4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

N. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

O. ASSIGNMENT

This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of CITY which consent cannot be unreasonably withheld.

P. TERMINATION

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re- procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Q. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, RFP on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or

renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not RFP on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

R. FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

S. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 3. In all other respects, the terms, and conditions of the City of Oakland Park Contract, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 4. This Agreement shall be effective upon the approval of the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and ADVANCED ROOFING, INC., d/b/a ADVANCED AIR SYSTEMS have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Dec 5, 2022 08:19 EST)

CHRISTINA M. GOMEZ, Assistant City Attorney

**ADVANCED ROOFING, INC.
d/b/a ADVANCED AIR SYSTEMS**

By: Kevin Kornahrens

Title: VP

Print Name: Kevin Kornahrens



CITY OF OAKLAND PARK

INVITATION TO BID

ITB# 041521

HVAC Maintenance and Repair

CITY OF OAKLAND PARK
FINANCIAL SERVICES/PURCHASING DIVISION
3650 NE 12 AVE
OAKLAND PARK, FL. 33334
PHONE: 954-630-4257
FAX: 954-630-4265
E-MAIL: maggiet@oaklandparkfl.gov

SECTION I INSTRUCTIONS TO BIDDERS

1. GENERAL: For information concerning procedures for responding to this Invitation to Bid (ITB), refer to the title page of the document for contact information, such contact is to be for procedure clarification purposes only. Bid documents are available for download via DemandStar.com. **Vendors who obtain specifications and plans from sources other than the City or DemandStar.com are cautioned that the bid package may be incomplete. All addendums, tabulations, and awards will be posted and disseminated by DemandStar.**
2. ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA: Requests for additional information or questions, must be made in writing, to Maggie Turner, Purchasing Manager, via e-mail at maggiet@oaklandparkfl.gov Requests must be made prior to the deadline as listed in the timeline section of this ITB. Additional information will only be transmitted via a written addendum.
3. PRICE: The price is to include the furnishing of all materials, equipment, tools, utilities, acquisition of all permits, approvals, authorizations, certificates, including applicable taxes, all items or matter for which the bidder is responsible for herein and all facilities and the performance of all labor and services, necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents.
4. INSURANCE REQUIREMENTS: The bidder will be required to furnish evidence of the following insurance coverage by a licensed Florida Company that has at least a "BEST" rating of "A".
 - A. Without limiting any of the other obligations or liabilities of proposer, bidder will provide, pay for and maintain in force until all of its work to be performed under this contract has been completed and accepted by City (or for such duration as is otherwise specified after this), the insurance coverage set forth herein.
 - B. Workers compensation insurance to apply for all employees of the contractor, sub contractors, and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(s) must include: Employers' liability with a minimum limit of one hundred thousand dollars (\$100,000) each accident.
 - C. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000) per occurrence combined single limits for bodily injury liability and property damage liability;
 - D. Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for bodily injury liability and property damage liability;
 - E. Business automobile liability with minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limits for bodily injury liability and property damage liability.
 - F. The City is to be expressly included as an "Additional Insured" in the name of "City of Oakland Park" with respect to liability arising out of operations performed by City by or for proposer; or acts or omissions of City concerning general supervision of such operation.
 - G. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty–

days (30) notice of cancellation and/or restriction.

5. PROOF OF CARRIAGE OF INSURANCE: The bidder will furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract.
6. BIDDER'S EXPERIENCE RECORD: The City will have the right to investigate the financial condition, experience record, and equipment of each bidder and determine to its satisfaction the competency of each to undertake the project. The bidder will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, bidder should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or state regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the contractor/developer.
7. TERM OF AGREEMENT: The initial Contract shall be in effect from the date of Commission award for two (2) years. The City shall have the option of renewing the contract for two (2) additional two (2) year periods, at mutually acceptable terms, conditions and pricing. Award of any contract is contingent upon appropriation of sufficient budgeted funds.
In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.
8. CONTRACT AWARD : The City anticipates entering into a contract with the Bidder who submits the bid judged by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The Bidder understands that this ITB does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until bids are reviewed and accepted by appointed staff, the best bid has been identified, and an agreement has been approved, and executed by parties the appropriate level of authority within the City.
9. ANNUAL APPROPRIATION OF FUNDS: Any Contract issued is conditional upon the City appropriating funding to implement the contract annually (if applicable).
10. VENUE: Any agreement resulting from this ITB shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.
11. POSTPONEMENT OF DATE FOR SUBMITTING BIDS: The City reserves the right to extend the date for the receipt of bids and will give ample notice of any such postponement to each prospective bidder.
12. RIGHT TO WAIVE AND REJECT: The City Commission, in its absolute discretion, may reject any bid of a bidder that has failed, in the opinion of the Commission, to complete or perform

a City of Oakland Park contracted project in a timely fashion or has failed in any other way, in the opinion of the Commission, to perform a prior contract in a satisfactory manner, and has directed the City of Oakland Park Purchasing Manager to emphasize this condition to potential proposers.

The City of Oakland Park City Commission reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable State contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the City.

The City Commission specifically reserves the right to reject any conditional bid and will normally reject those which made it impossible to determine the true cost of the bid.

13. DISQUALIFICATION OF BIDDERS: Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of its bid:

- A. More than one bid for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
- C. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the City until such participant shall have been reinstated as a qualified bidder.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of bids.
- F. Default under previous contract.

14. NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility. Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

15. DOMESTIC PARTNER BENEFITS REQUIREMENT: Effective November 7, 2012, Ordinance 2012-28, an ordinance requiring City contractors to provide equal benefits for domestic partners, was passed. The ordinance requires that all Contractors, with 25 or more employees contracting with the City of Oakland Park in an amount over \$100,000 provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses and the children of spouses, with certain exceptions as provided by the ordinance.
16. PUBLIC RECORDS: The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
 - C. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
renees@oaklandparkfl.gov**

17. INDEMNIFICATION: The Proposer will indemnify and save harmless the City and Broward County, its officers, agents and employees, from or because of any injuries or damages received or sustained by any person or persons during or because of any operations connected with the design,

planning, investigation or construction of this project; or, by or in consequence of any intentional act, negligence (excluding negligence of City), concerning the same; or by use of any improper materials, design, work, construction or by or due to any act or omission of the said Proposer or its subcontractor, agents, servants or employees. The Proposer agrees to indemnify and save harmless the City from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the City due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the City for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided above will obligate the Proposer to defend, at its own expense, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities under this contract whether the activities are performed by the Proposer, contractors, subcontractors or by anyone directly or indirectly employed by any of them.

18. **TAXES:** The Contractor will pay all applicable sales, consumer use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.
19. **DEFINITION:** All references to Proposer will include the Contractor and all references to the Contractor will include Proposer.
20. **TERMINATION FOR CAUSE:** Any misrepresentation by the Proposer of its ability to perform the work described in this ITB places the Proposer in default and shall be just cause for termination of the contract. In such case, the City may award the contract to the next lowest responsible Proposer who can demonstrate the ability to perform the work, for the remainder of the contract period, or may rebid as the City may decide. In the event of such default and termination, any completed services performed by the Proposer under the agreement shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of agreement by the Proposer, and the City may withhold any payments to the Proposer for the purposes of set-off until such time as the amount of damage due to the City from the Proposer can be determined.
21. **TERMINATION FOR CONVENIENCE:** The City may terminate the contract, in whole or in part at any time for any reason by giving 30 days prior written notice, when it is in the best interest of the City. If the contract is terminated by the City, as provided herein, the Proposer will be paid for the work completed as of the date of termination. Upon receipt of the notice of termination issued under this section, the Proposer shall discontinue all work, cease any deliveries, shipment or carriage of goods, and make available to the Project Manager any and all reports, data, specifications, photos, estimates, summaries, and information as are required by the contract.

22. **LOCAL PREFERENCE:** Effective February 7, 2018, Ordinance 2018- 001 established a local business preference in City Contracting in certain instances. Local business is defined as one that has a valid occupational license issued by City of Oakland Park or business tax receipt issued at least one year prior to bid or proposal opening to do business and that authorizes the business to provide the goods or services or construction to be purchased and a physical business address located within the City limits of Oakland Park, in an area zoned for the conduct of such business from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to Oakland Park. Post office boxes are excluded for the purpose of defining a physical address and businesses with outstanding liens, fines, or other violations with the City are ineligible.

Vendors intending their bid or proposal submission be considered under the provisions of local preference, should it apply, must identify themselves, in writing, as a local business in any response to competitive solicitations submitted to the City.

23. **SCRUTINIZED COMPANIES LIST FLORIDA STATUTE 287.135:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

24. **E-VERIFY:** Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

25. ITB PROCESS TIMELINE: The anticipated timeline for this ITB is as follows. All dates are tentative and subject to change.

ITB Released	03/25/21
Last date for submission of questions	04/07/21 (4:00 PM)
Addendum issued (if necessary)	04/08/21
Bids due	04/15/21 (2:30 PM)

26. BID SUBMISSION DEADLINE AND OPENING Sealed bids will be received by the City Clerk's Office, City of Oakland Park, 3650 NE 12 Ave., Oakland Park, Florida until 2:30 PM, EDT, April 15, 2021. The bids will be opened and read aloud shortly thereafter. One (1) electronic flash-drive copy, one (1) original and two (2) copies of bids must be presented in a sealed envelope and identified with the following information: **"HVAC Maintenance and Repair ITB#041521"**. The City of Oakland Park reserves the right to reject any or all bids, to waive any informalities or irregularities in any bids received, to re-advertise for bids, to award only portions of the project, to award to multiple contractors, or take any similar actions that may be deemed to be in the best interests of the City.
- Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation. If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

SECTION II SCOPE OF WORK/ SPECIFICATIONS

The intent of this bid is to establish a contract with one (or more) qualified and licensed in Broward County, HVAC contractor(s) capable of providing the full spectrum of services consisting of maintenance, repair and replacement of the heating, ventilating, air conditioning systems, subsystems, and components normally considered as part of an HVAC system and required for the proper functioning of that system according to standard industry practices and usage. The successful bidder shall provide all labor and materials to inspect, install replacement parts, maintain and service HVAC systems at City facilities. The Contractor will also be required to provide labor and materials for the installation of new systems and equipment. The Contractor may also be requested to provide information relating to HVAC equipment and supplies, and / or the installation of them.

SCOPE OF SERVICES

Compensation for general and emergency repairs to the systems will be on a time and material basis. The contractor must be capable of making repairs or replacing equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters, valves or other appurtenances used to control the temperature, humidity, and air flow. Electrical lines, mechanical and control components are included. The contractor shall furnish all labor, equipment, parts, and materials, to maintain and operate the respective HVAC systems in first class working order and operating condition. The contractor shall provide the necessary transportation, materials, and equipment to fulfill the terms of the contract

General Repairs: Bidders are required to provide pricing for standard labor hours, evening and weekend labor hours, and holiday labor hours for the performance of repairs that are necessary to ensure that the heating, ventilating, and air conditioning systems operate in accordance with the manufacturer's specifications.. Bidders must also provide a mark-up percentage factor that they would apply to the cost of repair parts in determining the City's cost for the repair parts. General Repair estimates are to include time and material charges and must be approved in advance by designated City personnel. Providing additional repair services, modifications, project work and new installations are included in the scope, on an as needed basis. Repair estimates for additional or emergency repairs are to include time and materials charges and must be approved in advance by designated City personnel.

The Contractor shall respond within two hours to all requests for emergency service initiated by the City. Failure to respond to such requests for emergency service within this time frame may be deemed cause for the assessment of liquidated damages and/or termination of the contract. If, upon inspection of required work, the Contractor determines that any system shall require such services as to render the system out of commission and/or inoperable for a period exceeding eight (8) hours, the Contractor shall be responsible for notifying designated City personnel and for providing an estimate of when repairs will be completed.

If City personnel determine that work completed by the Contractor is not properly completed and / or in accordance with City building codes, such work shall be replaced and/or otherwise corrected to the complete satisfaction of the City. Such corrective action or replacement of defective materials shall be performed at no additional cost to the City.

Upon completion of all work, the Contractor shall ensure that the work site is restored to a safe and clean condition. This also includes restoration of any demolition deemed necessary by the contractor and agreed upon by the City to complete the repair or service.

Replacement Parts : The City will pay for all parts furnished under this contract. Only Original Equipment Manufactured (OEM) parts may be utilized, unless authorized by appropriate City personnel. The bidder shall submit a percentage charge, if applicable, to add to the Contractor's net cost for materials supplied. **Contractor shall provide a copy of the supplier's invoice for all materials ordered along with the Contractor's invoice for services.**

Work Scheduling : The Contractor shall endeavor to complete all requested work during normal working hours, which are 8:00 AM to 5:00 PM, Monday through Friday, without the necessity of overtime labor. If it is determined that work cannot be completed during these hours, the Contractor shall provide such information to authorized City personnel with a request to authorize such overtime labor.

Authorization must be received prior to commencement of such overtime work.

Liquidated Damages: Failure of the contractor to respond to emergency calls in the two -hour time frame specified or to not complete all activities as required and as provided herein, may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages. If the Contractor fails to perform the services within the time specified in the contract, or if the actual services performed are only partially completed, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor may be subject to charge of \$250 per event as fixed, agreed, and liquidated damages. Deductions can be and will be applied to any outstanding invoices. Such deductions will continue until said service is properly performed or the contract is cancelled. These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgment and agreement is given by both parties that the amount herein above set id not intended to be, nor shall be deemed to be, in the nature of the penalty.

Warranty: The Contractor shall guarantee all materials and workmanship for a period of not less than one year.

SECTION III – BID DOCUMENTS

1. Bid Submission Statement
2. Pricing Sheet
3. Sworn Statement Regarding Public Entity Crimes
4. Non-Collusion Affidavit
5. Domestic Partnership Certification Form
6. Scrutinized Companies Certification Form
7. E-verification Form
8. References

BID FORM

The undersigned hereby declares that after examining the Bid Documents, does hereby submit a response and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the ITB.
- c. She/He has fully read and understands the ITB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

_____	_____
Authorized Signature	Printed Name & Title
_____	_____
Company Name	Company Address
_____	_____
City, State, Zip Code	Date
_____	_____
Phone Number	E-mail Address

Note: Business documents attesting to the authority of the above signor to commit the firm to this bid must be available for review at the City's request.

Bidder understands that the City may inspect any equipment and related materials prior to the start of any preparatory or application procedures to insure full compliance with the attached specifications. The City also retains the right to conduct a confirming inspection at any time during the project and to stop the contractor from performing any activities pending the resolution of any non-conformance issues.

Pricing Sheet

Bidders are required to provide pricing for standard labor hours, evening and weekend labor hours, and holiday labor hours for the performance of repairs that are necessary.

Hourly labor rate: \$ _____ Standard hours, Monday – Friday , 8 AM – 5 PM

Hourly labor rate: \$ _____ After hours / evenings / weekends

Hourly labor rate: \$ _____ Holidays

Parts / Materials

Cost plus _____ % mark-up on parts and materials

Contractor shall provide a copy of the supplier’s invoice for all materials / parts ordered along with the Contractor’s invoice for services

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE
PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____ COUNTY _____

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Bidder _____

Business address _____

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

_____ Neither the bidder, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

_____There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement

Bidder’s Signature

Sworn to and subscribed before me on this _____day of _____, 20____

(affix seal)

Notary Public Signature

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the bidder certifies that this price is made independently and free from collusion. Bidder shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the bidder's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Oakland Park Code of Ordinances.

NAME	RELATIONSHIP
_____	_____
_____	_____

NONE: _____

Signature of Bidder

Sworn to and subscribed before me on this ____day of _____, 20__

(affix seal)

Notary Public Signature

DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR CONTRACTOR TO BE DEEMED RESPONSIVE

The Contractor, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for City contractors to provide equal benefits to domestic partners", and certifies the following:

(Please check only one below)

- ☐ 1. The Contractor currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Contractor will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Contractor will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- ☐ 4. The Contractor does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

(Please check only one below)

- ☐ The Contractor's price bid for the initial contract term is \$100,000 or less
- ☐ The Contractor employs less than twenty-five (25) employees
- ☐ The Contractor does not provide benefits to employees' spouses or spouses' dependents
- ☐ The Contractor is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Contractor is a government entity
- ☐ The Contractor cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation _____, and attach explanation of its applicability.

I, _____, _____ of _____
(Name) (Title) (Contractor)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature

Print Name

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

STATE OF _____)

COUNTY OF _____)

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20____

by _____, to me personally known ____ or produced identification ____

type of identification produced: _____

My commission expires: _____

(SEAL)

Signature of Notary Public

Print name of Notary Public

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135 (Scrutinized Companies)

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

SIGNATURE

PRINT NAME

COMPANY NAME

TITLE

Must be executed and returned with attached proposal to be considered.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature:_____

Print Name: _____

Title: _____

Date;_____

EXPERIENCE/REFERENCES

The following is a listing of references the contractor has supplied services to, with in the past five years. Please provide name and current contact information for references.

NAME OF AGENCY	
CONTACT PERSON & PHONE NUMBER	
PERIOD OF SERVICE	FROM: TO:

NAME OF AGENCY	
CONTACT PERSON& PHONE	
PERIOD OF SERVICE	FROM: TO:

NAME OF AGENCY	
CONTACT PERSON & PHONE NUMBER	
PERIOD OF SERVICE	FROM: TO:

References may be attached separately.

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RESOLUTION NO. R-2021-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, DETERMINING THAT ECHO AIR CONDITIONING CORP, MASTER MECHANICAL SERVICES, INC., AND ADVANCED AIR SYSTEMS ARE THE MOST RESPONSIVE AND MOST RESPONSIBLE BIDDERS FOR HEATING, VENTILATION AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR SERVICES; PROVIDING THAT THE PROPER CITY OFFICIALS ARE AUTHORIZED TO EXECUTE A CONTRACT FOR THE SERVICES IN WHICH IS ATTACHED AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has sought competitive bids for HVAC Maintenance and Repair Services;

WHEREAS, a selection committee comprised of staff members evaluated the bids and has made a recommendation to the City Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, THAT:

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The City Commission of the City of Oakland Park, Florida hereby accepts the recommendation as submitted by the City's selection committee and determines that ECHO AIR CONDITIONING CORP, MASTER MECHANICAL SERVICES, INC., AND ADVANCED AIR SYSTEMS are the most responsible and most responsive bidders for HVAC Maintenance and Repair Services.

SECTION 3. The City Commission of the City of Oakland Park, Florida hereby approves and authorizes the appropriate City official to execute a contracts with **ECHO AIR CONDITIONING CORP, MASTER MECHANICAL SERVICES, INC., AND ADVANCED AIR SYSTEMS** for HVAC Maintenance and Repair Services; a copy of the contracts are attached hereto as composite Exhibit "A".

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith. be and the same are repealed to the extent of such conflict.



AGREEMENT FOR HVAC MAINTENANCE & REPAIR SERVICES

This AGREEMENT, made this 9 day of SEPT, 2021, by and between the CITY OF OAKLAND PARK, acting herein through its City Manager, hereinafter called "OWNER", and ADVANCED AIR SYSTEMS, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

CONTRACTOR will provide Heating, Ventilation and Air Conditioning (HVAC) Maintenance and Repair Contracts as described and listed in Invitation to Bid # 041521.

ARTICLE II

CONTRACTOR shall repair or replace equipment including, but not limited to, motors, pumps, pulleys, belts, compressors, gauges, instruments, filters, valves or other appurtenances used to control temperature, humidity and air flow. Electrical lines, mechanical and control components are included.

CONTRACTOR shall furnish all labor, equipment, transportation, parts, and materials, to maintain and operate the respective HVAC systems in first class working order and operating condition.

ARTICLE III

The term of this Agreement shall be from 10/1/2021 to 9/30/2023. If mutually agreed upon, in writing, by both parties, the contract may be renewed for two (2) additional two (2) year periods.

In the event delivery/service is scheduled to end because of the expiration of this contract, the CONTRACTOR shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not extend for more than 90 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

R-2021-109

ARTICLE IV

If it is determined to be in the best interest of either party to this Agreement to terminate this Agreement prior to the expiration date, for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

CONTRACTOR agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in Invitation to Bid #041521 to protect the CITY and its interests from such actions of the contractor or sub-contractors. CONTRACTOR further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE VI

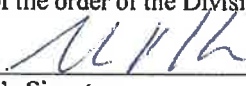
Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

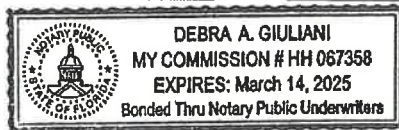
CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

_____ There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement


Bidder's Signature Robert P. Kornahrens, President

Sworn to and subscribed before me on this 4th day of August, 2021.

(affix seal)




Notary Public Signature

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:


Renee M. ShROUT, City Clerk

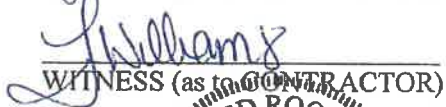
(SEAL)



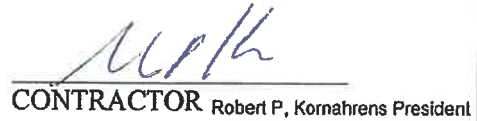

David Hebert, City Manager

R-2021-109


WITNESS (as to CONTRACTOR)


WITNESS (as to CONTRACTOR)




CONTRACTOR Robert P. Kornahrens President

ADDRESS:

1950 NW 22nd Street

Fort Lauderdale, FL 33311

PHONE: 954-522-6868

E-VERIFY

Definitions:

"CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City ; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.

Company Name: Advanced Roofing, Inc. dba Advanced Air Systems

Authorized Signature: 

Print Name: Robert P. Kornahrens

Title: President

Date: August 4, 2021

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida COUNTY Broward

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Bidder Advanced Roofing, Inc., dba Advanced Air Systems

Business address 1950 NW 22nd Street, Fort Lauderdale, FL 33311

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

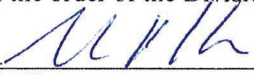
I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

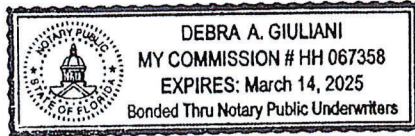
☒ Neither the bidder, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

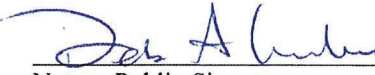
_____ There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement


Bidder's Signature Robert P. Kornahrens, President

Sworn to and subscribed before me on this 4th day of August, 2021.

(affix seal)




Notary Public Signature

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee M. Shrout, City Clerk

David Hebert, City Manager

(SEAL)

James Muter
WITNESS (as to CONTRACTOR)

William
WITNESS (as to CONTRACTOR)



RPK
CONTRACTOR Robert P. Kornahrens President

ADDRESS:

1950 NW 22nd Street

Fort Lauderdale, FL 33311

PHONE: _____
954-522-6868

SEALED BID ENCLOSED

Advanced Roofing, Inc.
dba Advance Air Systems
1950 NW 22nd Street, Fort Lauderdale, FL 33311
Paul Murphy, HVAC Service Manager:
paulm@advancedairsystem.com
(954) 522-6868

SEALED BID FOR “HVAC Maintenance and Repair ITB#041521”

City of Oakland Park
City Clerk's Office
3650 NE12th Avenue
Oakland Park, FL 33334

Bid Due:
April 15, 2021 @ 2:30 P.M.

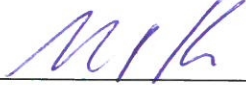


Advanced Roofing, Inc. dba Advanced Air Systems
CAC1818806 – Class A Air Conditioning
Expires: August 31, 2022
1950 NW 22nd Street
Ft. Lauderdale, FL 33311
(954) 522-6868

BID FORM

The undersigned hereby declares that after examining the Bid Documents, does hereby submit a response and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the ITB.
- c. She/He has fully read and understands the ITB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

 _____ Authorized Signature	Robert Kornahrens, President _____ Printed Name & Title
Advanced Roofing, Inc. dba Advanced Air Systems _____ Company Name	1950 NW 22nd Street _____ Company Address
Ft. Lauderdale, FL 33311 _____ City, State, Zip Code	4/14/2021 _____ Date
(954) 522-6868 _____ Phone Number	debbieg@advancedroofing.com _____ E-mail Address

Note: Business documents attesting to the authority of the above signor to commit the firm to this bid must be available for review at the City's request.

Bidder understands that the City may inspect any equipment and related materials prior to the start of any preparatory or application procedures to insure full compliance with the attached specifications. The City also retains the right to conduct a confirming inspection at any time during the project and to stop the contractor from performing any activities pending the resolution of any non-conformance issues.

Pricing Sheet

Bidders are required to provide pricing for standard labor hours, evening and weekend labor hours, and holiday labor hours for the performance of repairs that are necessary.

Hourly labor rate: \$ 90.00 Standard hours, Monday – Friday , 8 AM – 5 PM

Hourly labor rate: \$ 115.00 After hours / evenings / weekends

Hourly labor rate: \$ 125.00 Holidays

Parts / Materials

Cost plus 20 % mark-up on parts and materials

Contractor shall provide a copy of the supplier's invoice for all materials / parts ordered along with the Contractor's invoice for services

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida COUNTY Broward

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Bidder Advanced Roofing, Inc. dba Advanced Air Systems

Business address 1950 NW 22nd Street, Ft. Lauderdale, FL 33311

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

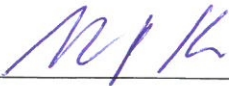
I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

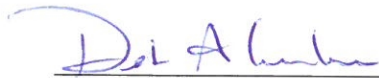
X Neither the bidder, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

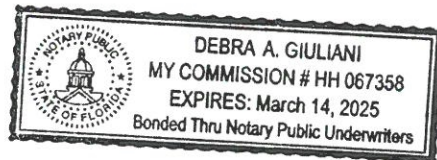
_____ There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement


Bidder's Signature

Sworn to and subscribed before me on this 14 day of Oct, 2021

(affix seal)


Notary Public Signature



NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the bidder certifies that this price is made independently and free from collusion. Bidder shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the bidder's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Oakland Park Code of Ordinances.

NAME

RELATIONSHIP

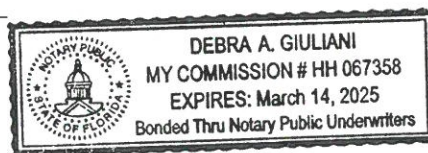
NONE: X

M/LH
Signature of Bidder

Sworn to and subscribed before me on this 14 day of April, 2021

(affix seal)

Debra A. Giuliani
Notary Public Signature



DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR CONTRACTOR TO BE DEEMED RESPONSIVE

The Contractor, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for City contractors to provide equal benefits to domestic partners", and certifies the following:

(Please check only one below)

- ☒ 1. The Contractor currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Contractor will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Contractor will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- ☐ 4. The Contractor does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

(Please check only one below)

- ☐ The Contractor's price bid for the initial contract term is \$100,000 or less
- ☐ The Contractor employs less than twenty-five (25) employees
- ☐ The Contractor does not provide benefits to employees' spouses or spouses' dependents
- ☐ The Contractor is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Contractor is a government entity
- ☐ The Contractor cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation _____, and attach explanation of its applicability.

I, Robert Kornahrens, President of Advanced Roofing, Inc dba Advanced Air Systems
(Name) (Title) (Contractor)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.


Signature

Robert Kornahrens
Print Name

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

STATE OF Florida)

COUNTY OF Broward)

SWORN TO AND SUBSCRIBED BEFORE ME this 14 day of April, 2021

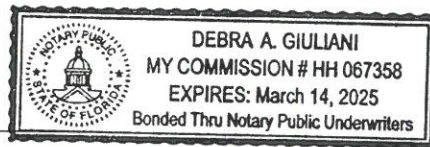
by Robert P. Lawrence, to me personally known V or produced identification _____
type of identification produced: _____

My commission expires: 3/14/28

(SEAL)

Das A. Caden

Signature of Notary Public



Debra A. Gordan
Print name of Notary Public

Print name of Notary Public

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135 (Scrutinized Companies)

I, Robert Kornahrens, President, on behalf of Advanced Roofing, Inc. dba Advanced Air Systems
Print Name and Title Company Name

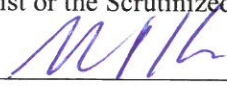
certify that Advanced Roofing, Inc. dba Advanced Air Systems does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.


SIGNATURE

Robert Kornahrens
PRINT NAME

Advanced Roofing, Inc. dba Advanced Air Systems
COMPANY NAME

President
TITLE

Must be executed and returned with attached proposal to be considered.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Advanced Roofing, Inc. dba Advanced Air Systems

Authorized Signature: 

Print Name: Robert Kornahrens

Title: President

Date: 4/14/2021

EXPERIENCE/REFERENCES

The following is a listing of references the contractor has supplied services to, with in the past five years. Please provide name and current contact information for references.

NAME OF AGENCY	
CONTACT PERSON & PHONE NUMBER	Please see attached list of references
PERIOD OF SERVICE	FROM: To:

NAME OF AGENCY	
CONTACT PERSON & PHONE	
PERIOD OF SERVICE	FROM: To:

NAME OF AGENCY	
CONTACT PERSON & PHONE NUMBER	
PERIOD OF SERVICE	FROM: To:

References may be attached separately.



CAC1818806

HVAC REFERENCES

Huntington Lakes

7355 Huntington Lane
Delray Beach, FL 33446
Suzi Eakins: 561-498-0228
suzi1athli@gmail.com

Brinwo Development

150 South University Drive
Plantation, FL 33324
Linda Sciarretti: 954-475-8855
lsciarretti@brinwo.com

Cardinal Gibbons High School

2900 Northeast 47th Street
Fort Lauderdale, FL 33308
Mrs. O'Brien: 954-491-2900
Obrien@cghsfl.org

Kids in Distress South Florida

819 NE 26th Street
Wilton Manners, FL 33305
Maggie Hulsey 954-390-7654 X 1338
MaggieHulsey@kidinc.org

Castle Group

1900 N Bayshore Drive
Miami, FL 33132
Jorge Figueroa (786) 369-1310
jfigueroa@castlegroup.com

PUBLIX SUPERMARKETS, INC.

P.O. Box 548
Lakeland, FL 33802
Jennifer Davis (863) 688-1188
erika.ralvea@publix.com

Wilton Station

2631 N.E. 14th Avenue
Wilton Manors, FL 33334
Victor (954) 531-8870
vmunoz@castlegroup.com

City of Marco Island

50 Blad Eagle Drive
Marco Island, FL 34145
Lina Upham : 239-389-5011
LUpham@cityofmarcoisland.com

Phillips International – Palm Springs Mile

419 W. 49th Street
Hialeah, FL 33065
Illiana Crespo: 305-821-7111
icrespo@pihc.com

*These customers have been with Advanced Air Systems for 20 years or over.

1. Record ambient outdoor temperature
2. Record operating pressures
3. Record compressor amperage
4. Inspect blower motor and assembly
5. Inspect condenser, fan motor and blades
6. Inspect relays and contactors
7. Clean out condensate lines
8. Check condenser coils
9. Check evaporator coils
10. Check fan belts and pulleys for alignment and wear, change belts as needed
11. Check thermostats for proper calibration
12. Report any problems to maintenance department or qualified person
13. Furnish and Change Filters

www.advancedairsystem.com

855. 865.3372 TEL 954.332.1418 FAX 954.566.2967
1950 NW 22nd St | Fort Lauderdale | Florida 33311

CAC1818806



HVAC PROJECT REFERENCES

Project Name	The Queue
Project Address	801 SE 2ND AVENUE FORT LAUDERDALE, FL 33311
Contract Amount	\$ 1,368,565.00
Owner	Hooper Construction
Owner Contact	Alan Hooper
Owner Phone	954.761.8439
Owner Email	MSalazar@hooperconstruction.net
Architect	Franyie Engineers
	Subcontractor for new construction HVAC Install for 7 story apartment complex in fort Lauderdale. Design change caused modification to be made in field but with good communication we worked hand and hand with client and successful completed the project.
Scope of Work	
Start Date	4/1/2016
Completion Date	1/30/2017
Project Name	Hillsborough County Sheriff's Office RTU Replacement
Project Address	Tampa FL
Contract Amount	\$429,413.00
Owner	Hillsborough County Sheriff's Office
Owner Contact	Al Cordova
Owner Phone	813.264.6464
Owner Email	acordova@hcsso.tampa.fl.us
Architect	Anston-Greenlees
	Prime Contractor for the replace 44 Roof Top Package Units, working in occupied space required careful coordination which we successfully accomplish for our client.
Scope of Work	
Start Date	7/18/2016
Completion Date	10/2/2016

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TEL 954.332.1418

1950 NW 22nd St | Fort Lauderdale | Florida 33311

CAC1818806



Project Name **Interiors by Steven G**
 Project Address 2818 CENTER PORT CIRCLE POMPANO BEACH, FL 33064
 Contract Amount \$105,500.00
 Owner Interiors by Steven G
 Owner Contact Michael Eissman
 Owner Phone 954.735.8223 x 231
 Owner Email meissman@ibsg1.com
 Architect Tom Thomey
 Scope of Work Prime Contractor that performed Design Build- (2) New 40 Ton RTU's with all new exposed Spiral duct for Showroom.
 Start Date 2/10/2016
 Completion Date 7/1/2016

Project Name **200 Leslie Condominium**
 Project Address 200 Leslie Drive Office, Hallandale Beach, FL 33309
 Contract Amount \$248,000
 Owner 200 LESLIE CONDO
 Owner Contact Damaris Borrelli
 Owner Phone 954-458-2228
 Owner Email 200Leslie@comcast.net
 Architect n/a
 Scope of Work Subcontractor, Supply and install new roof stands for 300 condenser units in occupied building with individual tenants
 Start Date 4/1/2015
 Completion Date 7/1/2015

Project Name **MARCO ISLAND - CITY HALL RENOVATION**
 Project Address 50 Bald Eagle Drive
 Contract Amount \$350,000.00
 Owner City Of Marco Island
 Owner Contact Tim Pinter
 Owner Phone 239-389-3968
 Owner Email TPinter@cityofmarcoisland.com
 Engineer Martin Reeb
 Scope of Work Complete retrofit of Existing DX system to VRV system in occupied space, required very close coordination with client and office staff which we successfully accomplished
 Start Date 12/28/2016
 Completion Date 2/1/2017

www.advancedairsystem.com

TEL 954.332.1418
 1950 NW 22nd St | Fort Lauderdale | Florida 33311



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, THOMAS MICHAEL

ADVANCED ROOFING, INC.
1950 NW 22ND ST
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CAC1818806

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	CONTACT NAME: Jenny Martin PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: jenny@furmaninsurance.com														
INSURED Advanced Roofing Inc dba: Advanced Air Systems 1950 NW 22nd Street Fort Lauderdale FL 33311	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C: Bridgefield Employers Ins Co</td> <td>10701</td> </tr> <tr> <td>INSURER D: Continental Casualty Co</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C: Bridgefield Employers Ins Co	10701	INSURER D: Continental Casualty Co	20443	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Jan 21 Adv Air Systems

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			CGS740979402	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Contractual & XCU						MED EXP (Any one person) \$ 5,000
	☒ Broad Form Prop Dmg						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			CAR740979502	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000
B	☒ UMBRELLA LIAB	☒ OCCUR		AUC930367419	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 10,000,000
	☐ DED ☐ RETENTION \$ zero						Prod Comp Ops Agg \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			830-56020	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater			4016260407	1/1/2021	1/1/2022	Each Jobsite 2,500,000
	5% W/H; 1000 AOP						Limit Per Occurrence 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

"For Bidding Purposes Only"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dirk DeJong/MR
--	---

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Summary Sheet

Agenda Item: 14.

Meeting Date: January 11,
2023

Subject:

Outdoor Fitness Equipment with Related Accessories and Services (Robert Hunter)

Requested Action:

Request to award the contract for Outdoor Fitness Equipment with Related Accessories and Services utilizing Sourcewell, Request for Proposal (RFP) No. 010721 to **Greenfields Outdoor Fitness, Inc.** of Anaheim, California and **Landscape Structures, Inc.** of Delano, Minnesota from January 11, 2023, through February 5, 2025, with an option to renew for one additional one-year term for a potential cumulative total of four years and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure is \$350,000. Funding Source: American Rescue Plan Act (ARPA). Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE RENEWALS)

Funding Source: ARPA

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Agreement with Greenfields Outdoor Fitness, Inc.](#)

[#2 - Agreement with Landscape Structures Inc.](#)

[Exhibit A upon request form - Greenfields Outdoor Fitness, Inc.](#)

[Exhibit A upon request form - Landscape Structures, Inc.](#)

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Yasmin Teja
DOC ID:1140

SUBJECT: Outdoor Fitness Equipment with Related Accessories
and Services (Robert Hunter)

PLACEMENT: Consent

REQUESTED ACTION:
(INCLUDE CONTRACT
START/TERM DATES) Request to award the contract for Outdoor Fitness Equipment with Related Accessories and Services utilizing Sourcewell, Request for Proposal (RFP) No. 010721 to **Greenfields Outdoor Fitness, Inc.** of Anaheim, California and **Landscape Structures, Inc.** of Delano, Minnesota from January 11, 2023 through February 5, 2025 with an option to renew for one additional one-year term for a potential cumulative total of four years and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure is \$350,000. Funding Source: American Rescue Plan Act (ARPA). An Innovative, High Performing and Sustainable Organization (REQUEST TO AWARD, AUTHORIZE RENEWALS)

ATTACHMENTS: #1 – Agreement with Greenfields Outdoor Fitness, Inc.
#2 – Agreement with Landscape Structures, Inc.

BACKGROUND / DESCRIPTION:

The Parks and Recreation Department has an ongoing need for Outdoor Fitness Equipment with Related Accessories and Services for new installations and replacement of existing equipment.

The Parks and Recreation Department is seeking to utilize Sourcewell, a State of Minnesota local government agency and service cooperative that offers cooperative procurement solutions to government. The purpose of utilizing a cooperative purchasing contract is to combine the buying power of the members on products or services purchased to achieve economies of scale and the best pricing under a term contract.

Sourcewell competitively solicited RFP No. 010721 for the procurement of Outdoor Fitness Equipment with Related Accessories and Services. The RFP publicly opened on January 7, 2021 with ten responses received. RFP No. 010721 was awarded to multiple Contractors including Greenfields Outdoor Fitness, Inc. and Landscape Structures, Inc.

The Parks and Recreation Department and Purchasing Division staff recommend utilizing Sourcewell, RFP No. 010721 contract for outdoor fitness equipment with related accessories and services to Greenfields Outdoor Fitness, Inc. and Landscape Structures, Inc. from January 11, 2023 through February 5, 2025 with an option to renew for one additional one-year term and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure is \$350,000.

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
GREENFIELDS OUTDOOR FITNESS, INC. FOR OUTDOOR FITNESS EQUIPMENT
WITH RELATED ACCESSORIES AND SERVICES**

THIS AGREEMENT, made and entered into the ____ day of _____, 2022
(hereinafter "Effective Date"), by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

GREENFIELDS OUTDOOR FITNESS, INC.
a foreign profit corporation
2617 West Woodland Drive
Anaheim, California 92801
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on February 4, 2021, Sourcewell awarded Contract No. 010721-GRN for Outdoor Fitness Equipment with Related Accessories and Services (the "Sourcewell Contract") to CONTRACTOR; and

WHEREAS, the Sourcewell Contract is effective February 4, 2021 through February 5, 2025, and is attached hereto and incorporated herein as Exhibit "A," with the option to renew for one (1) one (1) year term; and

WHEREAS, the Sourcewell Contract has been reviewed by CITY staff and finds that the Sourcewell Contract provides for Outdoor Fitness Equipment with Related Accessories and Services required by CITY; and

WHEREAS, Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Sourcewell Contract; and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this Agreement based on the Sourcewell Contract, as amended; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. Attached hereto and incorporated herein as Exhibit "A" is the Sourcewell Contract No. 010721-GRN for Outdoor Fitness Equipment with Related Accessories and Services, effective February 4, 2021 through February 5, 2025. The prices, terms, and conditions of the Sourcewell Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the Sourcewell Contract, as amended, except said services shall be performed in and for CITY pursuant to terms and conditions set forth in this Agreement.

B. CONTRACTOR shall perform the services in and for CITY as detailed in the Sourcewell Contract, attached hereto and incorporated herein as Exhibit "A," and utilizing the prices set forth in the Sourcewell Contract.

C. The Contract Administrator for CITY shall be Justin L. Ellis, Capital Improvements & Sustainability Manager, Parks & Recreation Department, jellis@coralsprings.gov, telephone 954-344-1839.

D. INSURANCE

CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

E. NOTICES:

CITY: Robert Hunter, Director of Parks and Recreation
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel: (954) 344-1841
Email: rhunter@coralsprings.gov

Copy to: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104
Email: gdixon@coralsprings.gov

CONTRACTOR: Samul Mendelsohn, CEO/President
Greenfields Outdoor Fitness, Inc.
2617 West Woodland Drive
Anaheim, California 92801
Tel.: (888) 315-9037
Email: sam@greenfieldsfitness.com

F. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

G. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

H. COMPENSATION/PAYMENT

CITY agrees to pay CONTRACTOR in accordance with Exhibit "A."

I. PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Purchasing Order is issued. Any delays in obtaining permits must be brought to the attention of CITY'S Contract Administrator without delay.

J. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

K. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

L. ASSIGNMENT

CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

Changes in Staff. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

M. TERMINATION

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

N. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

O. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

P. INDEMNIFICATION

CONTRACTOR shall indemnify, save, and hold the City of Coral Springs harmless as provided in Section 11 of the Sourcewell Contract.

Q. FORCE MAJEURE AND APPROPRIATION

In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 3. Should this Agreement be renewed for the remaining renewal terms, the Purchasing Manager may renew the Agreement through a written Amendment if the yearly expenditure does not exceed their procurement authority.

SECTION 4. In all other respects, the terms and conditions of the Sourcewell Contract, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 5. This Agreement shall be effective upon execution by City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and GREENFIELDS OUTDOOR FITNESS, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Dec 5, 2022 11:07 EST)

CHRISTINA M. GOMEZ
Assistant City Attorney

GREENFIELDS OUTDOOR FITNESS, INC.

By:  _____
By: Sam Mendelsohn (Dec 5, 2022 08:06 PST)

Title: President & CEO _____

Print Name: Sam Mendelsohn _____

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
LANDSCAPE STRUCTURES INC. FOR OUTDOOR FITNESS EQUIPMENT WITH
RELATED ACCESSORIES AND SERVICES**

THIS AGREEMENT, made and entered into the ____ day of _____, 2022
(hereinafter "Effective Date"), by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

LANDSCAPE STRUCTURES INC.
a foreign profit corporation
601 7 Street South
Delano, Minnesota 55328
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on February 4, 2021, Sourcewell awarded Contract No. 010721-LSI for Outdoor Fitness Equipment with Related Accessories and Services (the "Sourcewell Contract") to CONTRACTOR; and

WHEREAS, the Sourcewell Contract is effective February 4, 2021 through February 5, 2025, and is attached hereto and incorporated herein as Exhibit "A," with the option to renew for one (1) year term; and

WHEREAS, the Sourcewell Contract has been reviewed by CITY staff and finds that the Sourcewell Contract provides for Outdoor Fitness Equipment with Related Accessories and Services required by CITY; and

WHEREAS, Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Sourcewell Contract; and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this Agreement based on the Sourcewell Contract, as amended; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. Attached hereto and incorporated herein as Exhibit "A" is the Sourcewell Contract No. 010721-LSI for Outdoor Fitness Equipment with Related Accessories and Services, effective February 4, 2021 through February 5, 2025. The prices, terms, and conditions of the Sourcewell Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the Sourcewell Contract, as amended, except said services shall be performed in and for CITY pursuant to terms and conditions set forth in this Agreement.

B. CONTRACTOR shall perform the services in and for CITY as detailed in the Sourcewell Contract, attached hereto and incorporated herein as Exhibit "A," and utilizing the prices set forth in the Sourcewell Contract.

C. The Contract Administrator for CITY shall be Justin L. Ellis, Capital Improvements & Sustainability Manager, Parks & Recreation Department, jellis@coralsprings.gov, telephone 954-344-1839.

D. INSURANCE

CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

E. NOTICES:

CITY: Robert Hunter, Director of Parks and Recreation
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel: (954) 344-1841
Email: rhunter@coralsprings.gov

Copy to: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104
Email: gdixon@coralsprings.gov

CONTRACTOR: Fred Caslavka, Chief Financial Officer
Landscape Structures Inc.
601 7 Street South
Delano, Minnesota 55328
Tel.: (763) 972-5362
Email: fredcaslavka@playlsi.com

F. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

G. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

H. COMPENSATION/PAYMENT

CITY agrees to pay CONTRACTOR in accordance with Exhibit "A."

I. PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Purchasing Order is issued. Any delays in obtaining permits must be brought to the attention of CITY'S Contract Administrator without delay.

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CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

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- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

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(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

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CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

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Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

N. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in

business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

O. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

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CONTRACTOR shall indemnify, save, and hold the City of Coral Springs harmless as provided in Section 11 of the Sourcewell Contract.

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In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 3. Should this Agreement be renewed for the remaining renewal terms, the Purchasing Manager may renew the Agreement through a written Amendment if the yearly expenditure does not exceed their procurement authority.

SECTION 4. In all other respects, the terms and conditions of the Sourcewell Contract, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 5. This Agreement shall be effective upon execution by City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and LANDSCAPE STRUCTURES INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Dec 5, 2022 15:36 EST)

CHRISTINA M. GOMEZ
Assistant City Attorney

LANDSCAPE STRUCTURES INC.

By: 
Fred Caslavka (Dec 5, 2022 14:08 CST)

Title: CFO

Print Name: Fred Caslavka

EXHIBIT A

39 pages

Available upon request

Office of the City Clerk
954.344.1065

EXHIBIT A

41 pages

Available upon request

Office of the City Clerk
954.344.1065

Summary Sheet

Agenda Item: 15.

Meeting Date: January 11,
2023

Subject: Furnish and Install Sports Lights (Robert Hunter)

Requested Action: Request to award the contract for Various Equipment and Amenities for Parks and Playgrounds through the Clay County, Florida, Request for Proposal (RFP) No.18/19-2, to **Musco Sports Lighting, LLC** of Oskaloosa, Iowa from January 11, 2023, through May 27, 2023, with an option to renew for one additional one-year term and authorize the Purchasing Manager to execute and approve the renewal. The estimated annual expenditure is \$350,000. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community (REQUEST TO AWARD, AUTHORIZE RENEWAL)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)

[Agreement - Musco Sports Lighting](#)

[Exhibit A - Available upon request form](#)

[Exhibit B - Available upon request form](#)

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Yasmin Teja
DOC ID: 1151

SUBJECT: Furnish and Install Sports Lights (Robert Hunter)

PLACEMENT: Consent

REQUESTED ACTION: Request to award the contract for Various Equipment and Amenities for Parks and Playgrounds through the Clay County, Florida, Request for Proposal (RFP) No.18/19-2, to **Musco Sports Lighting, LLC** of Oskaloosa, Iowa from January 11, 2023 through May 27, 2023 with an option to renew for one additional one-year term and authorize the Purchasing Manager to execute and approve the renewal. The estimated annual expenditure is \$350,000. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community (REQUEST TO AWARD, AUTHORIZE RENEWAL)

(INCLUDE CONTRACT START/TERM DATES)

ATTACHMENTS: #1 – Agreement with Musco Sports Lighting, LLC

BACKGROUND / DESCRIPTION:

The Parks and Recreation Department has a need to replace the light fixtures at the Aquatics Complex and at various other Parks. The light fixtures currently installed are metal halide fixtures that are over 20 years old and past their useful life. By replacing the lights with new LED lighting, the City will save approximately 50% on energy costs.

The Parks and Recreation Department staff identified the following light fixture specifications:

- Fixture operations electronically monitored by the manufacturer
- A minimum 10-year warranty and maintenance program (including parts and labor)
- Highest energy efficiency possible, taking into consideration the light levels required and number of hours in service

Musco Sports Lighting, LLC, (Musco) manufactures the fixtures which will be installed by its sub-contractor. By awarding the contract to Musco, the City is standardizing and updating the field lights which provide the following benefits:

- Reduce maintenance and parts inventory costs
- Reduce staff training on systems installed
- Provide faster diagnosis failure by having an automated monitoring/alert system

Exhibit "B" of the agreement references Coral Springs Aquatics Complex Lighting Project in the amount of \$310,000 excluding permits. The additional \$40,000 is for projects that the Parks and Recreation Department may require during the year.

The Parks and Recreation Department and the Purchasing Division staff recommend the utilization of the Clay County, Florida RFP No.18/19-2 contract for Various Equipment And Amenities for Parks and Playgrounds from Musco Sports Lighting, LLC from January 11, 2023 through May 27, 2023 with an option to renew for one additional one-year term and authorize

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: January 11, 2023**

Subject: Furnish and Install Sports Lights

the Purchasing Manager to execute and approve the renewal. The estimated annual expenditure is \$350,000.

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
MUSCO SPORTS LIGHTING, LLC TO FURNISH AND INSTALL SPORTS LIGHTS**

THIS AGREEMENT, made and entered into the ____ day of _____, 2022
(hereinafter "Effective Date"), by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

MUSCO SPORTS LIGHTING, LLC
a foreign limited liability corporation
100 1st Avenue West
Oskaloosa, Iowa 52577
(hereinafter "CONTRACTOR")

WHEREAS, Clay County, Florida issued a Request for Proposal for various equipment and amenities for parks and playgrounds (RFP # 18/19-2); and

WHEREAS, CONTRACTOR submitted a proposal to Clay County; and

WHEREAS, on May 28, 2019, Clay County, Florida awarded RFP No. 18/19-2 for Various Equipment and Amenities for Parks and Playgrounds (hereby after referred to as "Clay County Contract") to CONTRACTOR and the award letter is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the term of the Contract is three (3) years, with one (1) year renewal options. The first renewal term of the Contract is May 27, 2023 with the option to renew for one (1) additional one (1) year term, and the Contract is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, CITY has the need to procure the services of a qualified contractor to furnish and install sports lights at various City parks and recreation locations; and

WHEREAS, CITY has reviewed the scope of services of the competitively bid Clay County Contract, and has determined that it is an agreement that can be utilized by CITY to provide various equipment and amenities for parks and playgrounds to CITY; and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this agreement based on the contract developed and executed by Clay County, Florida; and

WHEREAS, the City Commission concurs with the recommendation of staff.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The prices, terms and conditions of the Clay County Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the Clay County Contract, except said services shall be performed in and for CITY. The parties acknowledge that the current services to be provided to City shall be in accordance with the Musco Lighting Bid Sheet of the Clay County Contract.

B. The Contract Administrator shall be the Parks and Recreation Director of the City or their designee.

C. INDEMNIFICATION

The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR, but only to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONTRACTOR or any other persons employed or utilized by CONTRACTOR in the performance of this Agreement.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

D. INSURANCE

CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled,

materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Coordinator. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

E. NOTICES

CITY: Robert Hunter, Director of Parks and Recreation
City of Coral Springs
2501 Coral Springs Drive
Coral Springs, Florida 33065
Email: rhunter@coralsprings.gov

COPY TO: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Email: gdixon@coralsprings.gov

CONTRACTOR: James M. Hansen, Secretary
Musco Sports Lighting, LLC
100 1st Avenue West
Oskaloosa, Iowa 52577
Email: jim.hansen@musco.com

F. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

G. COMPENSATION/PAYMENT

CITY agrees to pay to CONTRACTOR the amount of Three Hundred Fifty Thousand and xx/100 Dollars (\$350,000.00) in accordance with the Quotes attached hereto and incorporated herein as Exhibit "B." CONTRACTOR shall submit invoices to Robert Hunter, Director of Parks and Recreation, City of Coral Springs, 2501 Coral Springs Drive, Coral Springs, Florida 33065. CONTRACTOR shall be paid within thirty (30) calendar days of the receipt and approval of the invoice.

H. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, FCRM, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

I. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

J. FORCE MAJEURE AND APPROPRIATION

In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the affected party; it being understood that the affected party shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

K. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONSULTANT agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient

evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 3. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 4. In all other respects, the terms, and conditions of the Clay County Contract, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 5. This Agreement shall become effective upon the approval of the City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and MUSCO SPORTS LIGHTING, LLC have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez

[Christina Gomez \(Dec 29, 2022 09:13 EST\)](#)

CHRISTINA M. GOMEZ

Assistant City Attorney

MUSCO SPORTS LIGHTING, LLC

By: James M. Hansen
James M. Hansen (Dec 27, 2022 11:23 CST)

Title: Secretary

Print Name: James M. Hansen

EXHIBIT A

93 Pages

Available upon request

Office of the City Clerk
954.344.1065

EXHIBIT B

4 Pages

Available upon request

Office of the City Clerk
954.344.1065

Summary Sheet

Agenda Item: 16.

Meeting Date: January 11,
2023

Subject: Fence, Chain Link and Picket (Robert Hunter)

Requested Action:

Request to award the contract for Fence, Chain Link and Picket, through the City of Fort Lauderdale, Florida Contract, Bid No. 12690-022 with **Tropic Fence, Inc.** of Pompano Beach, Florida, **Gomez & Son Fence Corp.** of Miami, Florida, and **Supreme Roofing & Construction, Inc.** of Miami, Florida from January 11, 2023 through September 5, 2023 with an option to renew for three additional one-year terms for a potential cumulative total of four years and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure for this contract is \$225,000. Funding Source: Approved Capital Budget and American Rescue Plan Act (ARPA). Strategic Goal: An Innovative, High Performing and Sustainable Organization (REQUEST TO AWARD, AUTHORIZE RENEWALS)

Funding Source: ARPA

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Agreement with Tropic Fence, Inc.](#)

[#2 - Agreement with Gomez & Son Fence Corp.](#)

[#3 - Agreement with Supreme Roofing & Construction, Inc.](#)

[Exhibit A - Tropic Fence, Inc. available upon request form](#)

[Exhibit A - Gomez & Son Fence Corp. available upon request form](#)

[Exhibit A - Supreme Roofing & Construction, Inc. available upon request form](#)

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Yasmin Teja
DOC ID:1141

SUBJECT: Fence, Chain Link and Picket (Robert Hunter)

PLACEMENT: Consent

REQUESTED ACTION: Request to award the contract for Fence, Chain Link and Picket, through the City of Fort Lauderdale, Florida Contract, Bid No. 12690-022 with **Tropic Fence, Inc.** of Pompano Beach, Florida, **Gomez & Son Fence Corp.** of Miami, Florida, and **Supreme Roofing & Construction, Inc.** of Miami, Florida from January 11, 2023 through September 5, 2023 with an option to renew for three additional one-year terms for a potential cumulative total of four years and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure for this contract is \$225,000. Funding Source: Capital Budget and American Rescue Plan Act (ARPA). Strategic Goal: An Innovative, High Performing and Sustainable Organization (REQUEST TO AWARD, AUTHORIZE RENEWALS)

(INCLUDE CONTRACT START/TERM DATES)

ATTACHMENTS:

- #1 – Agreement with Tropic Fence, Inc.
- #2 – Agreement with Gomez & Son Fence Corp.
- #3 – Agreement with Supreme Roofing & Construction, Inc.

BACKGROUND / DESCRIPTION:

The City has an ongoing need for fencing contractors to perform various fence repairs and installations on an as-needed basis. Using experienced, quality, efficient contractors, under a term contract, allows the work to be completed in a timely manner.

On August 16, 2022, the City of Fort Lauderdale, Florida awarded Bid No. 12690-022 for Fence, Chain Link and Picket to three responsive and responsible bidders who met all the bid requirements. City Staff reviewed the City of Fort Lauderdale's bid award and staff found the contract provides for fence installation and repairs. Specific line items, based upon line-item pricing, will be used as they relate to the required repairs throughout the contract term. At time of need, a purchase order will be issued to the low bidder that best serves the City's needs. The Parks and Recreation Department plans on utilizing the contract for numerous fence installations and repairs throughout the City.

The City of Fort Lauderdale, Florida has authorized the City of Coral Springs to utilize and piggyback their contract for Fence, Chain Link and Picket. The Contractors have agreed to honor the prices, terms and conditions of the City of Fort Lauderdale, Florida contract in providing fence installation and repairs.

The Parks and Recreation Department and the Purchasing Division staff recommend the utilization of the City of Fort Lauderdale, Florida Bid No. 12690-022 for Fence, Chain Link and Picket to procure fence installations and repairs from the three awarded vendors from January 11, 2023 through September 5, 2023, with an option to renew for three additional one-year terms for a potential cumulative total of four years and authorize the Purchasing Manager to execute and approve all renewals. The estimated annual expenditure is \$225,000.

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
TROPIC FENCE, INC. FOR FENCE INSTALLATION AND REPAIR**

THIS AGREEMENT, made and entered into the ____ day of _____, 2022
(hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

TROPIC FENCE, INC.

a Florida corporation
1864 NW 21st Street
Pompano Beach, Florida 33069
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on August 16, 2022, the City of Fort Lauderdale, Florida awarded Invitation to Bid #12690-022 for Fence, Chain Link and Picket ("City of Fort Lauderdale Contract") to CONTRACTOR and the City of Fort Lauderdale Agreement is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the City of Fort Lauderdale Contract is effective September 6, 2022 through September 5, 2023; and

WHEREAS, the City of Fort Lauderdale Bid Award has been reviewed by City staff and staff finds that the City of Fort Lauderdale Contract provides for Fence, Chain Link and Picket; and

WHEREAS, Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

WHEREAS, the City of Fort Lauderdale has authorized CITY to utilize and piggyback their Bid award for Fence, Chain Link and Picket; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the City of Fort Lauderdale Contract in providing Fence, Chain Link and Picket for CITY and the Agreement with said pricing is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this Agreement based on the City of Fort Lauderdale Contract, as amended; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The prices, terms, and conditions of the City of Fort Lauderdale Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the City of Fort Lauderdale Contract, as amended, except said services shall be performed in and for CITY pursuant to terms and conditions set forth in this Agreement.

B. CONTRACTOR shall perform the services in and for CITY and utilize pricing as detailed in the City of Fort Lauderdale Contract attached hereto and incorporated herein as Exhibit "A."

C. The Contract Administrator for CITY shall be the Parks and Recreation Assistant Director or its designee.

D. The current City of Fort Lauderdale Contract expiration date is September 5, 2023.

E. **INSURANCE**

CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy, or policies of insurance, which must include the following coverages and limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following limits of liability with no restrictive endorsements:
\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with limits of those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely requirements established by CITY's Risk Management Coordinator.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

F. Notices shall be sent to the following:

CITY: Robert Hunter, Director of Parks and Recreation
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1841
Email: rhunter@coralsprings.gov

Copy to: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1104
Email: gdixon@coralsprings.gov

CONTRACTOR: Steve Nespoli, Vice President
Tropic Fence, Inc.
1864 NW 21st Street
Pompano Beach, Florida 33069
Telephone: (954) 978-1250
Email: tropicfence.bids@bellsouth.net

G. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

H. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for City of Fort Lauderdale, Florida.

I. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

J. INDEMNIFICATION

The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

K. PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Purchasing Order is issued. Any delays in obtaining permits must be brought to the attention of CITY'S Contract Administrator without delay.

L. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the

records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

M. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

N. ASSIGNMENT

This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of CITY which consent cannot be unreasonably withheld.

O. TERMINATION

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the

satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

P. FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

Q. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

R. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONSULTANT agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 3. In all other respects, the terms, and conditions of the City of Fort Lauderdale Contract, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 4. This Agreement shall become effective upon the approval of the City.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and TROPIC FENCE, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez

Christina Gomez (Dec 13, 2022 09:38 EST)

CHRISTINA GOMEZ, Assistant City Attorney

TROPIC FENCE, INC.

By: Lyn Tilley
Lyn Tilley (Oct 6, 2022 08:26 EDT)

Title: Controller

Print Name: Lyn Tilley

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
GOMEZ & SON FENCE CORP. FOR FENCE INSTALLATION AND REPAIR**

THIS AGREEMENT, made and entered into the ____ day of _____, 2022
(hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

GOMEZ & SON FENCE CORP.

a Florida corporation
10805 NW 22nd Street
Doral, Florida 33172
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on August 16, 2022, the City of Fort Lauderdale, Florida awarded Invitation to Bid #12690-022 for Fence, Chain Link and Picket ("City of Fort Lauderdale Contract") to CONTRACTOR and the City of Fort Lauderdale Agreement is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the City of Fort Lauderdale Contract is effective September 6, 2022 through September 5, 2023; and

WHEREAS, the City of Fort Lauderdale Bid Award has been reviewed by City staff and staff finds that the City of Fort Lauderdale Contract provides for Fence, Chain Link and Picket; and

WHEREAS, Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

WHEREAS, the City of Fort Lauderdale has authorized CITY to utilize and piggyback their Bid award for Fence, Chain Link and Picket; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the City of Fort Lauderdale Contract in providing Fence, Chain Link and Picket for CITY and the Agreement with said pricing is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this Agreement based on the City of Fort Lauderdale Contract, as amended; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The prices, terms, and conditions of the City of Fort Lauderdale Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the City of Fort Lauderdale Contract, as amended, except said services shall be performed in and for CITY pursuant to terms and conditions set forth in this Agreement.

B. CONTRACTOR shall perform the services in and for CITY and utilize pricing as detailed in the City of Fort Lauderdale Contract attached hereto and incorporated herein as Exhibit "A."

C. The Contract Administrator for CITY shall be the Parks and Recreation Assistant Director or its designee.

D. The current City of Fort Lauderdale Contract expiration date is September 5, 2023.

E. **INSURANCE**

CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy, or policies of insurance, which must include the following coverages and limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following limits of liability with no restrictive endorsements:
\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with limits of those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely requirements established by CITY's Risk Manager.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

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Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

F. Notices shall be sent to the following:

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City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1841
Email: rhunter@coralsprings.gov

Copy to: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1104
Email: gdixon@coralsprings.gov

CONTRACTOR: Caridad Gomez, President
Gomez & Son Fence Corp.
10805 NW 22nd Street
Doral, Florida 33172
Telephone: (305) 471-8922
Email: ca@gomezfence.com

G. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

H. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for City of Fort Lauderdale, Florida.

I. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

J. INDEMNIFICATION

The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

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CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Purchasing Order is issued. Any delays in obtaining permits must be brought to the attention of CITY'S Contract Administrator without delay.

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CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

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CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

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(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

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CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

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In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the

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In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

Q. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

R. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONSULTANT agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 3. In all other respects, the terms, and conditions of the City of Fort Lauderdale Contract, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 4. This Agreement shall become effective upon the approval of the City.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and GOMEZ & SON FENCE CORP. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Dec 13, 2022 09:37 EST)

CHRISTINA GOMEZ, Assistant City Attorney

GOMEZ & SON FENCE CORP.

By: Caridad Gomez
Caridad Gomez (Oct 5, 2022 14:20 EDT)

Title: Pres/Owner

Print Name: Caridad Gomez

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
SUPREME ROOFING & CONSTRUCTION, INC. FOR FENCE
INSTALLATION AND REPAIR**

THIS AGREEMENT, made and entered into the ____ day of _____, 2022
(hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

SUPREME ROOFING & CONSTRUCTION, INC.
a Florida corporation
2600 NW 155th Terrace
Miami, Florida 33054
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on August 16, 2022, the City of Fort Lauderdale, Florida awarded Invitation to Bid #12690-022 for Fence, Chain Link and Picket ("City of Fort Lauderdale Contract") to CONTRACTOR and the City of Fort Lauderdale Agreement is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the City of Fort Lauderdale Contract is effective September 6, 2022 through September 5, 2023; and

WHEREAS, the City of Fort Lauderdale Bid Award has been reviewed by City staff and staff finds that the City of Fort Lauderdale Contract provides for Fence, Chain Link and Picket; and

WHEREAS, Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, authorizes CITY to procure purchases and acquisitions under contracts of the federal government and the State of Florida or its political subdivisions; and

WHEREAS, the City of Fort Lauderdale has authorized CITY to utilize and piggyback their Bid award for Fence, Chain Link and Picket; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the City of Fort Lauderdale Contract in providing Fence, Chain Link and Picket for CITY and the Agreement with said pricing is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this Agreement based on the City of Fort Lauderdale Contract, as amended; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The prices, terms, and conditions of the City of Fort Lauderdale Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the City of Fort Lauderdale Contract, as amended, except said services shall be performed in and for CITY pursuant to terms and conditions set forth in this Agreement.

B. CONTRACTOR shall perform the services in and for CITY and utilize pricing as detailed in the City of Fort Lauderdale Contract attached hereto and incorporated herein as Exhibit "A."

C. The Contract Administrator for CITY shall be the Parks and Recreation Assistant Director or its designee.

D. The current City of Fort Lauderdale Contract expiration date is September 5, 2023.

E. **INSURANCE**

CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy, or policies of insurance, which must include the following coverages and limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following limits of liability with no restrictive endorsements:
\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with limits of those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely requirements established by CITY's Risk Manager.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

F. Notices shall be sent to the following:

CITY: Robert Hunter, Director of Parks and Recreation
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1841
Email: rhunter@coralsprings.gov

Copy to: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: (954) 344-1104
Email: gdixon@coralsprings.gov

CONTRACTOR: Derec Ta Smith, President
Supreme Roofing & Construction, Inc.
2600 NW 155th Terrace
Miami, Florida 33054
Telephone: (786) 229-9331
Email: supremeroofingsvc@hotmail.com

G. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

H. GOVERNING LAW; VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for City of Fort Lauderdale, Florida.

I. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

J. INDEMNIFICATION

The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

K. PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Purchasing Order is issued. Any delays in obtaining permits must be brought to the attention of CITY'S Contract Administrator without delay.

L. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the

records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

M. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

N. ASSIGNMENT

This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of CITY which consent cannot be unreasonably withheld.

O. TERMINATION

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the

satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

P. FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

Q. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.73, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

R. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONSULTANT agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 3. In all other respects, the terms, and conditions of the City of Fort Lauderdale Contract, are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 4. This Agreement shall become effective upon the approval of the City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and SUPREME ROOFING & CONSTRUCTION, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez

Christina Gomez (Dec 7, 2022 08:30 EST)

CHRISTINA M. GOMEZ, Assistant City Attorney

**SUPREME ROOFING
& CONSTRUCTION, INC.**

By: Deric Smith

Title: President

Print Name: Deric Smith

EXHIBIT A

128 pages

Available upon request

Office of the City Clerk
954.344.1065

EXHIBIT A

113 pages

Available upon request

Office of the City Clerk
954.344.1065

EXHIBIT A

113 pages

Available upon request

Office of the City Clerk
954.344.1065

Summary Sheet

Agenda Item: 17.

Meeting Date: January 11,
2023

Subject: Replacement, Repair, and Maintenance of Geothermal Heating/Cooling Units (Robert Hunter)

Requested Action: Request to approve the increase in annual expenditure from \$45,000 to \$90,000 for Contract # 20-B-191NC Replacement, Repair, and Maintenance of Geothermal Heating/Cooling Units to **Symbiont Service Corporation** of Englewood, Florida from January 11, 2023 to March 1, 2024 and to authorize the Purchasing Manager to execute and approve the additional two (2) year renewal option.

Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community. (REQUEST TO APPROVE/AUTHORIZE)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 - Agreement with Symbiont Service Corporation](#)

[#2 - Sole Source Memo from Symbiont Service Corporation](#)

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Miguel Machuca

DOC ID: 1157

SUBJECT: Replacement, Repair, and Maintenance of Geothermal Heating/Cooling Units (Robert Hunter)

PLACEMENT: Consent

REQUESTED ACTION: Request to approve the increase in annual expenditure from \$45,000 to \$90,000 for Contract # 20-B-191NC Replacement, Repair, and Maintenance of Geothermal Heating/Cooling Units to **Symbiont Service Corporation** of Englewood, Florida from January 11, 2023 to March 1, 2024 and to authorize the Purchasing Manager to execute and approve the additional two (2) year renewal option. Funding Source: Approved Capital Budget. Strategic Goal: An Attractive Community (REQUEST TO APPROVE/AUTHORIZE)

(INCLUDE CONTRACT START/TERM DATES)

PROJECT REVIEWED BY OR INCLUDED IN: CIP

ATTACHMENTS: #1 – Agreement with Symbiont Service Corporation
#2 – Sole Source Memo from Symbiont Service Corporation

BACKGROUND / DESCRIPTION:

The Parks and Recreation Aquatics Division has a need to replace two (2) Geothermal Pool Heaters for the pool located at Mullins Park and the 50-meter pool in the Aquatics Complex. The Geothermal Heaters currently installed were originally furnished and installed by Symbiont Service Corporation. They are approximately 20 years old and 13 years old, respectively. Both heaters are past their useful life of ten (10) years.

Symbiont Geothermal Heaters are currently utilized at various pools throughout the City and are distributed solely through Symbiont Service Corporation. The City has direct access with the manufacturer of the equipment in use and is assured of receiving all factory warranties on all parts and labor. The field service technicians are all fully trained, available locally and have the expertise to service the product line. This is vital if an emergency occurs and a unit needs to be replaced or repaired. If a pump or part becomes inoperable, the distributor has immediate access to replacement parts and equipment.

The heaters are a part of the temperature control system which includes pipes, controls, and other elements. Total replacement of the heating system would not be cost effective. All the connections, piping and controls would have to be changed due to different configuration in design. Symbiont ensures that the new heaters will work seamlessly with the other parts of the temperature control system. As a result, and consistent with the City's Procurement Code 2-305.1(1), this contract should be considered a sole source procurement.

The Parks and Recreation Department and the Purchasing Division staff recommend approving the increase in annual expenditure to Contract #20-B-191NC for Replacement, Repair, and Maintenance of Geothermal Heating/Cooling Units to Symbiont Service Corporation of Englewood, Florida from January 11, 2023 through March 1, 2024 for an estimated annual expenditure of \$90,000 and authorize the Purchasing Manager to approve the additional two (2) year renewal.

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND SYMBIONT SERVICE CORPORATION FOR REPLACEMENT, REPAIR AND MAINTENANCE OF GEOTHERMAL HEATING/COOLING UNITS AT AQUATICS COMPLEX, MULLINS PARK, AND CYPRESS PARK

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into the _____ day of _____, 2023, by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

SYMBIONT SERVICE CORPORATION

a Florida Profit Corporation
4372 North Access Road
Englewood, Florida 34224
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on March 13, 2020, CITY and CONTRACTOR entered into an Agreement for the Replacement, Repair, and Maintenance of Geothermal Heating/Cooling Units at Aquatics Complex, Mullins Park, and Cypress Park; and

WHEREAS, the Agreement was renewed between the CITY and CONTRACTOR on November 4, 2021 for an additional two (2) year term through March 1, 2024; and

WHEREAS, City Staff is recommending an amendment to the renewed Agreement to increase the annual expenditure from Forty-Five Thousand Dollars (\$45,000.00) to Ninety Thousand Dollars (\$90,000.00) per year: and

WHEREAS, the City Commission concurs with the recommendation of City Staff;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. COMPENSATION

Section 5 of the original Agreement executed on March 13, 2020, shall be amended to read as follows:

CITY agrees to pay to CONTRACTOR an amount not to exceed Ninety Thousand Dollars (\$90,000.00) per year for the services.

SECTION 3. RECORDS AND AUDIT

Section 22 of the original Agreement executed on March 13, 2020, shall be amended to read as follows:

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 4. **NOTICES**

Section 30 of the original Agreement executed on March 13, 2020, shall be amended to read as follows:

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Gail Dixon, Purchasing Manager
 City of Coral Springs
 9500 West Sample Road
 Coral Springs, Florida 33065
 Telephone: (954) 344-1104
 Email: gdixon@coralsprings.gov

Copy to: Rob Hunter, Director of Parks and Recreation
City of Coral Springs
2501 Coral Springs Drive
Coral Springs, Florida 33065
Telephone: (954) 344-1841
Email: rhunter@coralsprings.gov

CONTRACTOR: Sandra King, President
Symbiont Service Corporation
4372 North Access Road
Englewood, Florida 34224
Tel: (800) 881-4328

SECTION 5. SEVERABILITY

Should any part, term or provision of this Second Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 6. All other conditions and terms of the original Agreement, as amended, not specifically amended herein, remain in full force and effect.

SECTION 7. This Second Amendment to Agreement shall become effective upon execution by CITY.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CITY OF CORAL SPRINGS and SYMBIONT SERVICE CORPORATION have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Sherry Whitacre
Sherry Whitacre (Dec 30, 2022 11:47 EST)

SHERRY WHITACRE
Senior Deputy City Attorney

SYMBIONT SERVICE CORPORATION

By: *Sandy L King*
Sandy L King (Dec 30, 2022 11:34 EST)

Title: President

Print Name: Sandy L King



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

SYMBIONT SERVICE CORPORATION

Filing Information

Document Number	L65581
FEI/EIN Number	65-0186071
Date Filed	04/16/1990
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/08/2021
Event Effective Date	NONE

Principal Address

4372 NORTH ACCESS ROAD
ENGLEWOOD, FL 34224

Changed: 01/27/2005

Mailing Address

4372 NORTH ACCESS ROAD
ENGLEWOOD, FL 34224

Changed: 01/27/2005

Registered Agent Name & Address

KING, SANDRA L
2114 DATURA STREET
SARASOTA, FL 34239

Name Changed: 12/08/2021

Address Changed: 12/08/2021

Officer/Director Detail

Name & Address

Title PVTs

KING, SANDRA L
 2114 DATURA STREET
 SARASOTA, FL 34239

Annual Reports

Report Year	Filed Date
2020	01/15/2020
2021	02/05/2021
2022	02/01/2022

Document Images

02/01/2022 -- ANNUAL REPORT	View image in PDF format
12/08/2021 -- Amendment	View image in PDF format
02/05/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- ANNUAL REPORT	View image in PDF format
02/28/2018 -- ANNUAL REPORT	View image in PDF format
03/22/2017 -- ANNUAL REPORT	View image in PDF format
03/15/2016 -- ANNUAL REPORT	View image in PDF format
04/08/2015 -- ANNUAL REPORT	View image in PDF format
03/07/2014 -- ANNUAL REPORT	View image in PDF format
03/18/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
02/24/2011 -- ANNUAL REPORT	View image in PDF format
02/10/2010 -- ANNUAL REPORT	View image in PDF format
02/26/2009 -- ANNUAL REPORT	View image in PDF format
04/04/2008 -- Reg. Agent Change	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
05/18/2006 -- ANNUAL REPORT	View image in PDF format
01/27/2005 -- ANNUAL REPORT	View image in PDF format
01/07/2004 -- ANNUAL REPORT	View image in PDF format
01/08/2003 -- ANNUAL REPORT	View image in PDF format
02/13/2002 -- ANNUAL REPORT	View image in PDF format
02/26/2001 -- ANNUAL REPORT	View image in PDF format
08/08/2000 -- ANNUAL REPORT	View image in PDF format
04/13/1999 -- ANNUAL REPORT	View image in PDF format
02/17/1998 -- ANNUAL REPORT	View image in PDF format
10/13/1997 -- REINSTATEMENT	View image in PDF format

Agreement with Symbiont Service Corporation

Final Audit Report

2022-12-30

Created:	2022-12-30
By:	Miguel Machuca (mmachuca@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQt99uOX58b-wig7WuZ9A7dFj3nFj8SI2

"Agreement with Symbiont Service Corporation" History

-  Document created by Miguel Machuca (mmachuca@coralsprings.org)
2022-12-30 - 4:30:48 PM GMT- IP address: 24.233.167.201
-  Document emailed to Sandy King (sandy@symbiontservice.com) for signature
2022-12-30 - 4:31:34 PM GMT
-  Email viewed by Sandy King (sandy@symbiontservice.com)
2022-12-30 - 4:32:13 PM GMT- IP address: 47.200.130.232
-  Signer Sandy King (sandy@symbiontservice.com) entered name at signing as Sandy L King
2022-12-30 - 4:34:20 PM GMT- IP address: 47.200.130.232
-  Document e-signed by Sandy L King (sandy@symbiontservice.com)
Signature Date: 2022-12-30 - 4:34:22 PM GMT - Time Source: server- IP address: 47.200.130.232
-  Document emailed to swhitacre@coralsprings.gov for signature
2022-12-30 - 4:34:23 PM GMT
-  Email viewed by swhitacre@coralsprings.gov
2022-12-30 - 4:46:49 PM GMT- IP address: 161.123.162.174
-  Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2022-12-30 - 4:47:17 PM GMT- IP address: 24.233.167.201
-  Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2022-12-30 - 4:47:19 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.
2022-12-30 - 4:47:19 PM GMT

Symbiont Service Corp

***Pool Heating • Air Conditioning
GeoThermal Comfort Solutions***



“One Company, One Call, Complete Comfort!”

December 21, 2022

City of Coral Springs
Attn: Todd Krajewski
12441 Royal Palm Boulevard
Coral Springs, Florida 33065

Re: Sole Source Symbiont™ Provider

Dear Mr. Krajewski, Mr. Santek & Mr. Maraj:

Symbiont Service Corp. is the exclusive distributor of the Symbiont™ GeoThermal Pool/Spa heater, which is manufactured by AquaCal in St. Petersburg, Florida. AquaCal manufactures these heaters designed and engineered specially to Symbiont™ specifications. The heater is labeled as a Symbiont™ with a special model number and AquaCal sells them exclusively to Symbiont Service Corporation.

As long as the Symbiont™ model heater is installed by Symbiont Service Corp., it comes with a five-year labor and seven year all parts warranty. Additionally, Symbiont Service Corp. is the factory-authorized provider of parts and service to support this specialized warranty. Any repairs performed by an unauthorized repair facility will void the warranty for the Symbiont™ heater.

Please feel free to call me if you have any questions or concerns at 1-800-881-4328 or you can e-mail me at sandy@symbiontservice.com.

Sincerely,
Symbiont Service Corp.

Sandy L. King
President

Pool Heating • Air Conditioning

Summary Sheet

Agenda Item: 18.

Meeting Date: January 11,
2023

Subject: NICE Motorola IP Radio Logger Solution Upgrade (Chief McKeone)

Requested Action: Request to approve and award purchase of the NICE Motorola IP Radio Logger Solution Upgrade and Extended Software and Hardware Maintenance and Support option for year two as a sole source procurement from **Replay Systems, Inc.** of Boca Raton, Florida in the amount of \$143,209. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

Funding Source: Approved Capital Budget

Placement: Consent

Attachments: [Summary Sheet](#)

[#1 Replay Systems Agreement](#)

[#2 Replay Systems Diamond Evergreen Service Level Agreement](#)

Background / Description:

In 2010, the Broward County 911 Division purchased the City's current Replay Systems logging recorder utilizing 911 funds in a tri-party agreement. This logging recorder records all emergency 911 and non-emergency phone calls. Police and Fire radio channels are also recorded. The City was responsible for funding the radio channel portion of the licensing as recording radio is not an allowable 911 funds expense.

The current logging recorder is due for an upgrade. There is only one logging recorder system that Motorola certified as compatible with the P25 radio system that will record phone lines and radio channels on the same system, enabling communications to be reproduced accurately. The cost of the radio upgrade is \$134,053 and the second-year software and hardware maintenance and support is \$9,156 for a total expenditure of \$143,209. The software and hardware maintenance and support for year 3 and successive years will automatically renew.

In addition, all the cities in Broward County that operate a 911 radio system utilize a Replay Systems logging recorder. The Replay Systems logging recorder is the only solution that will ensure the City's 911 radio system maintains its current functionality.

The Police Department and the Purchasing Division staff recommend purchasing the NICE Motorola IP Radio Logger Solution Upgrade and Extended Software and Hardware Maintenance and Support option for year 2 on a sole source basis from Replay Systems, Inc. of Boca Raton, Florida in the amount of \$143,209.

Presenting: Brad McKeone

**City of Coral Springs
City Commission Meeting Agenda Item**

Meeting Date: January 11, 2023

Department: Financial Services

Initiated By: Mary Marinace

Summary Sheet

DOC ID: 1128

SUBJECT: NICE Motorola IP Radio Logger Solution Upgrade (Brad McKeone)

PLACEMENT: Consent

REQUESTED ACTION: Request to approve and award purchase of the NICE Motorola IP
(INCLUDE CONTRACT START/TERM DATES) Radio Logger Solution Upgrade and Extended Software and Hardware Maintenance and Support option for year 2 as a sole source procurement from **Replay Systems, Inc.** of Boca Raton, Florida in the amount of \$143,209. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD)

ATTACHMENTS: #1 – Replay Systems, Inc. Agreement
#2 – Replay Systems, Inc. Diamond Evergreen Service Level Agreement and Amendment for Software and Hardware Maintenance and Support

BACKGROUND / DESCRIPTION:

In 2010, the Broward County 911 Division purchased the City's current Replay Systems logging recorder utilizing 911 funds in a tri-party agreement. This logging recorder records all emergency 911 and non-emergency phone calls. Police and Fire radio channels are also recorded. The City was responsible for funding the radio channel portion of the licensing as recording radio is not an allowable 911 funds expense.

The current logging recorder is due for an upgrade. There is only one logging recorder system that Motorola certified as compatible with the P25 radio system that will record phone lines and radio channels on the same system, enabling communications to be reproduced accurately. The cost of the radio upgrade is \$134,053 and the second-year software and hardware maintenance and support is \$9,156 for a total expenditure of \$143,209. The software and hardware maintenance and support for year 3 and successive years will automatically renew.

In addition, all the cities in Broward County that operate a 911 radio system utilize a Replay Systems logging recorder. The Replay Systems logging recorder is the only solution that will ensure the City's 911 radio system maintains its current functionality.

The Police Department and the Purchasing Division staff recommend purchasing the NICE Motorola IP Radio Logger Solution Upgrade and Extended Software and Hardware Maintenance and Support option for year 2 on a sole source basis from Replay Systems, Inc. of Boca Raton, Florida in the amount of \$143,209.

**ADDENDUM TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
REPLAY SYSTEMS, INC. FOR NICE MOTOROLA IP RADIO LOGGER SOFTWARE
AND HARDWARE MAINTENANCE SUPPORT**

THIS IS AN ADDENDUM, dated this _____ day of _____, 2023
(hereinafter "Effective Date"), by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

REPLAY SYSTEMS, INC.
a Florida profit corporation
4800 North Federal Highway, Suite 104B
Boca Raton, Florida 33431
(hereinafter referred to as "CONTRACTOR")

WHEREAS, CITY and CONTRACTOR entered into a Contract the _____ day of _____, 2023 (hereinafter "Agreement") for NICE Motorola IP Radio Logger Software and Hardware Maintenance Support; and

WHEREAS, it is necessary to include additional provisions;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. RECORDS AND AUDIT

2.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

2.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, FCRM, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

2.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

2.04 NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.
- (2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 3. INSURANCE

3.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

3.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS

IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

3.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

3.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

3.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

3.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

3.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

3.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

3.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

3.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 4. **INDEMNIFICATION**

4.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR under this Agreement or the breach of this Agreement by CONTRACTOR.

4.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

4.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

4.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

4.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 5. **SCRUTINIZED COMPANIES**

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 6. **GOVERNING LAW; VENUE**

6.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

6.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 7. **FORCE MAJEURE AND APPROPRIATION**

7.01 In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

7.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 8. **E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 9. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control. Except as to pricing, any term, condition, or webpage link to any terms or conditions contained in any Exhibit attached hereto shall have no force or effect.

SECTION 10. This Addendum shall become effective upon approval of City.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and REPLAY SYSTEMS, INC.
have hereunto set their hands and seals on the dates written below.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Andrew B. Dunkiel
Andrew B. Dunkiel (Dec 20, 2022 15:36 EST)

ANDREW B. DUNKIEL, Deputy City Attorney

REPLAY SYSTEMS, INC.

By: Ryan Hurley
Ryan Hurley (Dec 9, 2022 09:20 EST)

Title: Vice President

Print Name: Ryan Hurley



DIAMOND EVERGREEN LEVEL SERVICE AGREEMENT

Customer Agreement #: RPL-SA4E-22-0474

This Service Agreement ("Agreement") is made and executed by and between Replay Systems, Inc. ("Replay") and City of Coral Springs (hereinafter referred to as "Purchaser").

WHEREAS, Purchaser has purchased the Equipment and licensed the Software identified on the attached Appendix II (the "Equipment and Software"), and desires a service contract in connection with same, and

WHEREAS, Replay is in the business, among other things, of servicing items such as the Equipment and Software, and

WHEREAS, Purchaser is desirous of obtaining from Replay, and Replay is desirous of providing, a service contract for the Equipment and Software, on the terms and conditions contained herein,

NOW, THEREFORE, in exchange for the mutual promises, covenants, and consideration described herein, the parties hereto agree as follows:

1. RECITALS

The foregoing recitals are true and correct, and are incorporated herein by reference.

2. TERM

The term of this Agreement (the "Term") shall be for a period of one (1) year commencing on System Warranty Expiration Date and shall automatically renew on the same terms and conditions, on an annual basis, for successive one (1) year terms unless either party notifies the other in writing of its intention not to renew at least thirty (30) days prior to the expiration of a Term.

3. SERVICE

For the services described herein Purchaser shall pay Replay a service fee (the "Service Fee") of \$9,155.66 per year (provided, however, that for each one (1) year Term after the first one (1) year Term hereof, the Service Fee shall be subject to an increase of no greater than three percent (3%) or the percentage of the Consumer Price Index for All Urban Consumers for Miami-Fort Lauderdale-West Palm Beach as published in February of each year, whichever is less, of the Service Fee for the immediately preceding one (1) year Term).

Replay agrees to provide 24 hour telephone consultation and on-site support, 365 days a year.

Replay service technicians dispatched by the Replay service headquarters shall arrive at the Purchaser's place of business within 4 hours from notification by the customer of a known priority call and within 8 business hours for non-emergency calls or suspected failure of one or more pieces of the Equipment and Software covered by this agreement.

Replacement parts for the Equipment, if needed as a result of normal wear and tear or a defect in the Equipment, will be furnished and installed by Replay service personnel at no extra charge. The parts replaced shall become the property of Replay. If parts must be replaced due to causes other than defects or normal wear and tear, Replay shall charge, and Purchaser shall pay, the price in effect at the time for such parts and all reasonable expenses associated with Replay's cost to replace said parts.

Replacement parts (whether component parts, assemblies, subassemblies, or otherwise) may consist, in whole or in part, of new or refurbished items, at Replay's option.

In the event that a required part is not locally available and the failed part cannot be repaired by the local Replay service technician, parts will be shipped immediately by Replay or its supplier via 24-hour express service to arrive the next

DIAMOND EVERGREEN LEVEL SERVICE AGREEMENT

business morning (Monday through Friday), contingent on such notice being provided prior to 4:00 p.m. Eastern time. When notification is received after this time, the parts will be shipped no later than the following business morning. Replay shall deliver and install, at no additional cost, hardware and software Field Engineering Change Orders on the Equipment.

Under this Agreement, Replay resolves to work toward giving your Equipment and Software availability approaching 100%. To do this, Replay will require remote access to the recorder, but always with prior knowledge, approval, and cooperation of Purchaser. Remote access is subject to the following conditions:

- (1) Purchaser agrees to create up to four (4) individual, uniquely identifiable VPN accounts for Replay's personnel who require remote access to City's computer systems.
- (2) Replay agrees that passwords for the remote access must meet the Purchaser's password management policies and that remote VPN access shall require multifactor authentication.
- (3) Replay agrees to notify Purchaser within twenty-four (24) hours when any Purchaser personnel who have remote access to City's computer systems separates from employment.
- (4) Purchaser reserves the right to determine applicable virtual private network, encryption and multifactor authentication technologies used to access Purchaser's systems and network.
- (5) Nothing contained herein is intended nor shall be construed to waive the Purchaser's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time. The provisions of this paragraph shall survive the execution, delivery and performance of this Agreement.

At such time, Replay may also make changes to the resident software after notification to the Purchaser, but never in a way that would knowingly disrupt normal operations, violate security, or disturb Purchaser's records. In addition, Replay may, from time to time, recommend and initiate replacement of suspect component parts at no expense to Purchaser, but with Purchaser's planned cooperation regarding replacement work. This will always be done with every intention of minimizing disruption.

Finally, if Replay deems it advisable for a manufacturer's service technician to visit and perform machine or operational remediation on-site, such a trip will be initiated by Replay, but with the full knowledge, consent, and cooperation of Purchaser. If such a visit is necessitated as a result of Equipment and Software defect or normal wear and tear, the full expenses for such visit, including per diem, living expenses and all incidental costs relating either to the trip or the service work, will be the responsibility of Replay, with no cost to the Purchaser. In all other instances, Purchaser shall bear all costs and expenses associated with the visit provided that such expenses for travel and per diem shall be calculated at and capped at the amounts provided for in Section 112.061, Florida Statutes. Purchaser shall maintain on-site environmental conditions as specified by Replay on-site representatives. These conditions will be within the common environmental range of all system components. Any service technician sent to provide services pursuant to this agreement shall first pass a background check to ensure Criminal Justice Information Systems security compliance. In the event that Replay sends a service technician on-site and that technician is unable to pass a background check, that technician shall not be allowed on-site and all costs of travel and per diem for that technician shall be borne solely by Replay. In a circumstance where a technician is denied access to the site to perform work based on a failed background check, Replay shall immediately send an alternative technician to provide on-site services. Additionally, prior to Replay having any technician arrive on-site, Replay shall provide a certificate of insurance from an A.M. Best A or better rated insurer with coverages to the satisfaction of Purchaser's Risk Manager. Additionally, Replay's certificate of insurance shall name Purchaser as additional insured.

4. TITLE

Title to all documentation and software relating to the Equipment shall remain with Replay or its supplier, as applicable. Purchaser, as licensee, acknowledges that all such documentation and software are proprietary and confidential, and will hold in confidence all such information, as well as information concerning maintenance and diagnostics. Purchaser shall have the right to use such software as long as Purchaser owns the Equipment to which the software relates, and agrees to hold in confidence all technical and trade secret information including, without limitation, the content of and information relating to software, including source code, object code, software updates supplied by Replay in respect thereto, all subsequent modifications of code made by Replay pursuant to maintenance and/or diagnostic evaluation, and all documentation relating to any of the foregoing. Purchaser ensures that access to such information will be limited to employees who must have access to use the Equipment and Software effectively. The terms, provisions, and obligations of this section 4 shall survive the termination of this Agreement.

DIAMOND EVERGREEN LEVEL SERVICE AGREEMENT

5. EXCLUSIONS

Replay's services to the Purchaser hereunder do not include:

- a. Electrical work external to the Equipment;
- b. Maintenance of accessories, attachments, machines, or devices other than the Equipment and Software and/or not furnished by Replay;
- c. Repair of damages resulting from: accident, neglect, negligence, intentional conduct, or misuse; fluctuations of temperature or humidity; failure of electrical power; lightning; causes other than ordinary use; or maintenance or repair of the Equipment and Software by persons other than Replay personnel or its authorized representatives;
- d. Painting or refinishing, making changes or modifications unrelated to a failure of the Equipment and Software, or performing services connected with relocation of Equipment and Software;
- e. Adding or removing accessories, attachments, or other devices;
- f. Services rendered impractical due to alterations to the Equipment and Software or because of electrical or other connections to the Equipment and Software not supplied by Replay;
- g. Any products or accessories deemed disposable items (i.e., headsets, tapes, DVDs, phone couplers, logger patches)
- h. Any items or services not specifically described in section 3, above.
- i. Customer provided servers

6. CHARGES

Charges for services provided under this Agreement are invoiced on an annual basis and are payable by Purchaser upon receipt of invoice. All other charges hereunder are likewise payable by Purchaser on receipt of invoice. Uncontested invoice amounts not paid by Purchase within thirty (30) days from the receipt of the invoice shall be deemed delinquent, and shall be subject to a finance charge at the rate provided for within Florida's Prompt Payment Act. Furthermore, Replay's obligations hereunder during the Term, and during any renewal thereof, shall commence only after receipt of full payment by Purchaser of the uncontested invoice for said Term, and Replay may suspend service hereunder during any period in which payment of any uncontested invoice is delinquent. If the continuity of coverage under this Agreement (or between the date of termination of the original manufacturer's warranty and the date of commencement of the initial Term of this Agreement) is interrupted or suspended due to non-receipt of payment from the Purchaser, or for any reason other than an action or omission on the part of Replay, Replay may require an on-site evaluation of the Equipment and Software to determine the condition of the Equipment and Software before continuation of this Agreement goes into effect. The cost of parts, labor, and travel to conduct such an evaluation, and all expenses incurred in order to return the Equipment and Software to serviceable standards of operation as deemed necessary by Replay, will be responsibility of Purchaser.

7. OPTION TO REPLACE

Purchaser shall have the option, at any time during the Term hereof, to replace the Equipment and Software by purchasing from Replay such replacement Equipment and Software (if any) as may be then-offered by Replay. Should Purchaser exercise said option, (a) Replay shall sell such replacement Equipment and Software to Purchaser at a discounted rate from Replay's then-published prices for same, (b) this Agreement shall remain in effect, but shall be tolled during the original manufacturer's warranty period for the replacement Equipment and Software (if any), and (c) Appendix II hereof shall be deemed amended to substitute the replacement Equipment and Software for the Equipment and Software replaced.

8. GENERAL

- a. Replay's obligations hereunder are subject to delays caused by fires; casualties and accidents; acts of the elements; acts of a public enemy; transportation difficulties; inability to obtain its Equipment and Software

DIAMOND EVERGREEN LEVEL SERVICE AGREEMENT

materials sufficient to fill its orders; government interference or regulations; and other causes beyond Replay's control.

- b. Any or all of Replay's rights or obligations under this Agreement may be assigned by Replay with notice to the Purchaser, and, on such assignment.
- c. This agreement may be entered into and/or modified only by Replay's President and an authorized representative of Purchaser. Purchaser represents and warrants that the person executing this Agreement on behalf of Purchaser is duly authorized to take such action on behalf of Purchaser.
- d. **LIMITED WARRANTY AND LIMITATION OF LIABILITY.** REPLAY'S LIABILITY TO PURCHASER HEREUNDER FOR DAMAGES OF ANY NATURE, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO, AND SHALL NOT EXCEED, THE MAXIMUM TOTAL CHARGES PAID OR PAYABLE BY PURCHASER TO REPLAY FOR SERVICES DURING ANY TWO YEARS UNDER THIS AGREEMENT. THIS IMPLIED WARRANTY AND LIMITATION OF LIABILITY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF "MERCHANTABILITY" OR "FITNESS FOR A PARTICULAR PURPOSE," IN NO EVENT SHALL REPLAY BE LIABLE FOR ANY LOSS OF DATA, NOR FOR LOST PROFITS, NOR FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES.
- e. Any controversy arising from this Agreement shall be governed by the laws of the State of Florida, and the litigation of any disputes arising out of this Agreement shall occur in the 17th Judicial Circuit in and for Broward County, Florida or federal court located within the Southern District of Florida.

9. GRANT LICENSE

The Software Product is licensed, not sold, and is intended for use by Purchaser as a single product. Its component parts may not be separated for use on more than one computer.

Purchaser may install and use the Software Product on any computer for which it has been assigned a VPI Activation Key. The Software Product may not be rented, leased, loaned or distributed to any third party. However, the Software License may be permanently transferred provided that the recipient agrees to the terms of this Service Agreement.

Purchaser may make backup copies of the Software Product for all computers on which the Software Product is lawfully installed, for Purchaser's sole use and/or disaster recovery purposes.

Copyright notices must be maintained on the Software Product and all copies.

10. SCOPE OF EVERGREEN SOFTWARE SERVICES

Replay agrees to provide Maintenance Services to keep the VPI's software for Purchaser's Digital Voice Logging system in, or restore it to, good working order. Service will be performed during hours set forth in the Contract. Services requested or required by the Purchaser outside these hours will be charged at Replay's then current schedule of rates and will be in addition to the Charges contained in this agreement. Where the Purchaser requests additional services outside the scope of this agreement, Replay may provide those services at standard time and material rates and conditions then in effect.

Software Maintenance Services do not apply where a defect is caused by:

- Improper use;
- Failure by the Purchaser to provide a suitable physical environment;
- Alterations, amendments or attachments to the System that have not been approved in writing by Replay;
- Fire, flood, lightning, earthquake and any other events over which Replay has no control;
- Service work not performed by Replay.

Major version software upgrades are exclusive of hardware, services, travel, 3rd party integrations and/or server licensing that may be required to support upgrade to new releases. Service Agreement will be invoiced automatically on the anniversary date of installation.

12. SCOPE OF HARDWARE SERVICES

DIAMOND EVERGREEN LEVEL SERVICE AGREEMENT

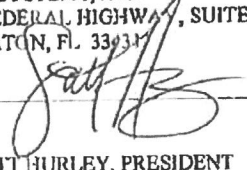
Replay agrees to provide the hardware Maintenance Services outlined herein to keep the server in good working condition for a period of five (5) years from the original date of purchase. Maintenance Services may be provided on servers outside of this period, or on Customer Provided Servers.

This Agreement replaces and supersedes any previous service agreement between the parties, and constitutes the entire Agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the day and year set forth below.

SELLER:

REPLAY SYSTEMS, INC.
4800 N FEDERAL HIGHWAY, SUITE 104B
BOCA RATON, FL 33431

BY: 

SCOTT HURLEY, PRESIDENT

DATE: 9/22/22

PURCHASER:

CITY OF CORAL SPRINGS POLICE DEPARTMENT
9500 W SAMPLE ROAD
CORAL SPRINGS, FL 33065

BY: _____

PRINTED NAME/TITLE: _____

DATE: _____

DIAMOND EVERGREEN LEVEL SERVICE AGREEMENT

APPENDIX I

HOLIDAY SCHEDULE

Holiday

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

**** Holiday Schedule does not apply to Diamond Level Service Agreements ****

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APPENDIX II

Hardware, software and voice cards as listed below:

NICE Motorola IP Radio Logger Solution

Quantity	Part #	Description
18	NPS-INF-PROF-ADDON-1CH	Inform Professional Replay Channel/Resource License for external Logger or Matrix connection (to link multiple Inform Systems together)
18	NPS-INF-CH-P25	Additional premium for a P25 TR channel
1	RPL-NPS-MOTO-API	Motorola IP Radio Logger API fee for Motorola AIS Integration
1	NPS-MYSQL-STD	MySQL Server license (Standard Edition)
1	RPL-TT3803A	Single NIR Radio Logger
1	RPL-SVR-HPML350-GEN10-1	HPE ML350 5U Gen10 SFF, Single Intel Xeon 4214 2.2Ghz, 32GB Ram, 2 x 1.2TB SAS 10K SFF SC DS HDD, 2 x 800W HS power supply kit, Windows Server 2016, * Above server can accommodate up to 4 full height, full length PCIe cards



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

REPLAY SYSTEMS, INC.

Filing Information

Document Number	P96000091445
FEI/EIN Number	65-0705115
Date Filed	11/07/1996
Effective Date	11/01/1996
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/23/2014
Event Effective Date	NONE

Principal Address

4800 N Federal Highway,
SUITE 104B
Boca Raton, FL 33431

Changed: 01/21/2020

Mailing Address

4800 N Federal Highway,
SUITE 104B
Boca Raton, FL 33431

Changed: 01/21/2020

Registered Agent Name & Address

HURLEY, SCOTT
4800 NORTH FEDERAL HIGHWAY
SUITE 104B
BOCA RATON, FL 33431

Name Changed: 01/29/2001

Address Changed: 02/12/2020

Officer/Director Detail

Name & Address

Title CEO

HURLEY, SCOTT JAMES
4800 N Federal Highway,
SUITE 104B
Boca Raton, FL 33431

Title VP

HURLEY, RYAN SCOTT
4800 N FEDERAL HIGHWAY,
SUITE 104B
Boca Raton, FL 33431

Title SECRETARY, TREASURER

MAY, LEEANN ELIZABETH
4800 N FEDERAL HIGHWAY,
SUITE 104B
Boca Raton, FL 33431

Annual Reports

Report Year	Filed Date
2020	01/21/2020
2021	01/07/2021
2022	01/13/2022

Document Images

01/13/2022 -- ANNUAL REPORT	View image in PDF format
01/07/2021 -- ANNUAL REPORT	View image in PDF format
02/12/2020 -- Reg. Agent Change	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
01/03/2019 -- ANNUAL REPORT	View image in PDF format
01/02/2018 -- ANNUAL REPORT	View image in PDF format
01/05/2017 -- ANNUAL REPORT	View image in PDF format
08/29/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/25/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
02/08/2016 -- ANNUAL REPORT	View image in PDF format
01/19/2015 -- ANNUAL REPORT	View image in PDF format
12/23/2014 -- Amendment	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format
01/30/2013 -- ANNUAL REPORT	View image in PDF format
01/11/2012 -- ANNUAL REPORT	View image in PDF format
01/10/2011 -- ANNUAL REPORT	View image in PDF format
02/22/2010 -- ANNUAL REPORT	View image in PDF format
04/02/2009 -- ANNUAL REPORT	View image in PDF format
01/16/2008 -- ANNUAL REPORT	View image in PDF format
01/03/2007 -- ANNUAL REPORT	View image in PDF format

<u>01/12/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/28/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/20/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/02/2003 -- Name Change</u>	View image in PDF format
<u>01/08/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/21/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/29/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/19/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/21/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/21/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/02/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/07/1996 -- DOCUMENTS PRIOR TO 1997</u>	View image in PDF format

IP Radio Logger Software and Hardware Maint Support

Final Audit Report

2022-12-20

Created:	2022-12-20
By:	Mary Marinace (mmarinace@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO_zyTLfqimNRK6IWjZhebwWTRXrkhvAm

"IP Radio Logger Software and Hardware Maint Support" History

-  Document created by Mary Marinace (mmarinace@coralsprings.org)
2022-12-20 - 7:19:20 PM GMT- IP address: 24.233.167.201
-  Document emailed to adunkiel@coralsprings.gov for signature
2022-12-20 - 7:20:04 PM GMT
-  Email viewed by adunkiel@coralsprings.gov
2022-12-20 - 8:35:48 PM GMT- IP address: 161.123.165.174
-  Signer adunkiel@coralsprings.gov entered name at signing as Andrew B. Dunkiel
2022-12-20 - 8:36:19 PM GMT- IP address: 24.233.167.201
-  Document e-signed by Andrew B. Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2022-12-20 - 8:36:21 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.
2022-12-20 - 8:36:21 PM GMT

**AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND REPLAY
SYSTEMS, INC. FOR NICE MOTOROLA IP RADIO LOGGER SOLUTION UPGRADE**

THIS AGREEMENT, made and entered into this ____ day of _____, 2023
(hereinafter "Effective Date") by and between:

CITY OF CORAL SPRINGS
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

REPLAY SYSTEMS, INC.
a Florida profit corporation
4800 North Federal Highway, Suite 104B
Boca Raton, Florida 33431
(hereinafter referred to as "CONSULTANT")

WHEREAS, CITY desires assistance in upgrading the NICE Motorola IP Radio Logger Solution; and

WHEREAS, CITY staff has reviewed the proposal submitted by CONSULTANT and recommends that CONSULTANT be selected for the services identified in the Scope of Work, attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, the City Commission concurs with the recommendation of staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

CITY hereby retains CONSULTANT to provide NICE Motorola IP Radio Logger Solution Upgrade.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CITY hereby retains CONSULTANT to provide the services detailed in the Scope of Work, attached hereto and incorporated herein as Exhibit "A."

SECTION 4. **RESPONSIBILITIES OF CITY**

CITY shall use its best efforts in cooperating with CONSULTANT in providing the information and documentation necessary to CONSULTANT in the performance of services under this Agreement.

SECTION 5. **RESPONSIBILITIES OF CONSULTANT**

A. Provide software, hardware and installation services as per price proposal (Exhibit "A") for perform the NICE Motorola IP Radio Logger Solution Upgrade.

B. Provide the City's IT Security Team access to the server before connecting it to the City's network. This is needed to install the necessary tools and to make sure there are no vulnerabilities.

C. Before going to production, contact the City's IT Security Team to recheck the server for any vulnerability and/or security issues added during the Motorola software installation.

D. Vendor will be required to patch/fix any vulnerabilities found before going to production.

The IT Contact person is Glauber Ribeiro, Assistant Director of Information Technology, City of Coral Springs, 9500 West Sample Road, Coral Springs, Florida 33065, griberio@coralsprings.gov, telephone number (954) 344-1135.

SECTION 6. **COMPENSATION**

6.01 FEES FOR ALL SERVICES: For the performance of services identified in the Scope of Work, CONSULTANT shall be paid an amount of One Hundred Thirty-Four Thousand Fifty-Three and 00/100 Dollars.

6.02 PAYMENT DUE: CONSULTANT's fee shall be due and payable thirty (30) days after receipt and approval by CITY of the invoice.

SECTION 7. **TERM OF AGREEMENT**

This Agreement shall become effective upon execution of both parties and shall terminate upon completion and acceptance of the upgrade.

SECTION 8. **TERMINATION**

8.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONSULTANT, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONSULTANT must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, CONSULTANT shall

promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

8.02 In the event CONSULTANT shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONSULTANT written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONSULTANT has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONSULTANT shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 9. INDEMNIFICATION

9.01 The parties agree that one percent (1%) of the total compensation paid to CONSULTANT for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONSULTANT agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONSULTANT specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONSULTANT under this Agreement or the breach of this Agreement by CONSULTANT.

9.02 CONSULTANT shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

9.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONSULTANT under this indemnification agreement.

9.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

9.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONSULTANT shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 10.

SCRUTINIZED COMPANIES

CONSULTANT understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONSULTANT is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONSULTANT understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONSULTANT is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONSULTANT is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONSULTANT certifies that CONSULTANT and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONSULTANT is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONSULTANT notwithstanding any other provision in this Agreement to the contrary.

SECTION 11.

INSURANCE

11.01 CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONSULTANT agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent CONSULTANTS.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in the Agreement.
- (f) Owner's or CONSULTANT's Protective Liability.

11.02 UPON CONTRACT EXECUTION, CONSULTANT SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONSULTANTS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

11.03 These insurance requirements shall not relieve or limit the liability of CONSULTANT. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONSULTANT's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

11.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

11.05 CONSULTANT shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and CONSULTANT shall provide verification thereof to CITY upon request of CITY.

11.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

11.07 CONSULTANT shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

11.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

11.09 CONSULTANT shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

11.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONSULTANT shall thereupon cease and terminate.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONSULTANT and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONSULTANT hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONSULTANT shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONSULTANT shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONSULTANT agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial

interests, direct or indirect, with CITY. CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONSULTANT or its employees, must be disclosed in writing to CITY.

17.02 CONSULTANT is aware of the conflict-of-interest laws of the Municipal Code of CITY of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONSULTANT warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONSULTANT warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONSULTANT warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONSULTANT warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONSULTANT is a party.

18.04 CONSULTANT warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONSULTANT warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONSULTANT. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONSULTANT shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONSULTANT delegate any of the duties and obligations undertaken by CONSULTANT without CITY's prior written approval.

19.02 Changes in Staff. CONSULTANT will advise CITY not less than thirty (30) days in advance of any proposed changes in CONSULTANT's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONSULTANT.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONSULTANT relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONSULTANT shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, FCRM,

CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONSULTANT understands, acknowledges and agrees that CONSULTANT shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONSULTANT or keep and maintain public records required by CITY to perform the service. If CONSULTANT transfers all public records to CITY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

- (1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.
- (2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.
- (3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
- (4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. **SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. **CONFLICT**

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. **FORCE MAJEURE AND APPROPRIATION**

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. **E-VERIFY**

In accordance with Section 448.095, *Florida Statutes*, CONSULTANT agrees as follows:

(a) CONSULTANT agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONSULTANT shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONSULTANT shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONSULTANT is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONSULTANT shall terminate any agreement with any subcontractor if CONSULTANT has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONSULTANT to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONSULTANT's subcontractor knowingly violated this Section, but CONSULTANT have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONSULTANT shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104
Email: gdixon@coralsprings.gov

COPY TO: Kathy Liriano, Communications Administrator
City of Coral Springs
2801 Coral Springs Drive
Coral Springs, Florida 33065
Tel.: (954) 346-1358
Email: kliriano@coralsprings.gov

CONSULTANT: Scott Hurley, President
Replay Systems, Inc.
4800 North Federal Highway, Suite 104B
Boca Raton, Florida 33431
Tel.: (800) 722-3472
Email: scott.hurley@replaysystems.com

SECTION 33. This Agreement shall become effective upon approval by City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and REPLAY SYSTEMS, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Andrew B. Dunkiel
Andrew B. Dunkiel (Dec 19, 2022 17:42 EST)

ANDREW B. DUNKIEL
Deputy City Attorney

REPLAY SYSTEMS, INC.

By: *Ryan Hurley*
Ryan Hurley (Dec 19, 2022 10:14 EST)

Title: President

Print Name: Ryan Hurley



Price Proposal

EXHIBIT "A"

Presentation Date: 12/08/2022

Valid Until Date: 03/08/2023

Quote #: 002527

Rev: 12/08/2022

Prepared For:

Company: Coral Springs Police Dept
Contact: Kathy Liriano
Install Address: 2801 Coral Springs Drive
Coral Springs, FL 33065
Phone: (954) 346-1358
Email: kliriano@coralsprings.org

Prepared By:

Company: Replay Systems
Contact: Ryan Hurley
Address: 4800 N Federal Highway, Suite 104B
Boca Raton, FL 33431
Toll-Free: (800) 722-3472
Phone: (954) 821-6870
Email: ryan.hurley@replaysystems.com

NOTES: NICE Motorola IP Radio Logger Solution Upgrade. Upgrade existing talk path recording channel licenses to NICE Inform. Motorola API fee associated with integration to Motorola AIS Server.

Software

Quantity	Part Number	Description	List Price	Sales Price	Total Price
18	NPS-INF-PROF-ADDON-1CH	Inform Professional Replay Channel/Resource License for external Logger or Matrix connection (to link multiple Inform Systems together)	\$200.00	\$160.00	\$2,880.00
18	NPS-INF-CH-P25	Additional premium for a P25 TR channel	\$200.00	\$160.00	\$2,880.00
1	RPL-NPS-MOTO-API	Motorola IP Radio Logger API fee for Motorola AIS Integration	\$100,000.00	\$80,000.00	\$80,000.00
				Subtotal:	\$85,760.00

Hardware

Quantity	Part Number	Description	List Price	Sales Price	Total Price
1	NPS-MYSQL-STD	MySQL Server license (Standard Edition)	\$264.00	\$264.00	\$264.00
1	RPL-TT3803A	Single NIR Radio Logger	\$27,500.00	\$27,500.00	\$27,500.00
1	RPL-SVR-HPML350-GEN10-1	HPE ML350 5U Gen10 SFF, Single Intel Xeon 4214 2.2Ghz, 32GB Ram, 2 x 1.2TB SAS 10K SFF SC DS HDD, 2 x 800W HS power supply kit, Windows Server 2016, * Above server can accommodate up to 4 full height, full length PCIe cards	\$6,129.00	\$6,129.00	\$6,129.00
				Subtotal:	\$33,893.00

Services

Quantity	Part Number	Description	List Price	Sales Price	Total Price
5	RPL-INSTALL-ONSITE/REMOTE	Replay Systems onsite/remote installation services per day.	\$1,800.00	\$1,800.00	\$9,000.00
5	RPL-PM-DAY	Replay Systems project management per day.	\$900.00	\$900.00	\$4,500.00
				Subtotal:	\$13,500.00

1st Year Warranty Included with Purchase

Subtotal (including additional services): \$133,153.00

Shipping and Handling: \$900.00

Grand Total: \$134,053.00



Price Proposal



Presentation Date: 12/08/2022
Valid Until Date: 03/08/2023

Quote #: 002527
Rev: 12/08/2022

MAINTENANCE NOTES: Year 2 Diamond Annual Software + Hardware Maintenance/Support = \$9,155.66

Payment Terms: NET 30

Note 1: Warranty begins upon delivery.

Note 2: If your business is tax-exempt, please provide the documentation with your PO.

Note 3: Projects placed on hold due to circumstances beyond Replay Systems' control will require payment in full.

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
REPLAY SYSTEMS, INC.

Filing Information

Document Number	P96000091445
FEI/EIN Number	65-0705115
Date Filed	11/07/1996
Effective Date	11/01/1996
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/23/2014
Event Effective Date	NONE

Principal Address

4800 N Federal Highway,
SUITE 104B
Boca Raton, FL 33431

Changed: 01/21/2020

Mailing Address

4800 N Federal Highway,
SUITE 104B
Boca Raton, FL 33431

Changed: 01/21/2020

Registered Agent Name & Address

HURLEY, SCOTT
4800 NORTH FEDERAL HIGHWAY
SUITE 104B
BOCA RATON, FL 33431

Name Changed: 01/29/2001

Address Changed: 02/12/2020

Officer/Director Detail

Name & Address

Title CEO

HURLEY, SCOTT JAMES
4800 N Federal Highway,
SUITE 104B
Boca Raton, FL 33431

Title VP

HURLEY, RYAN SCOTT
4800 N FEDERAL HIGHWAY,
SUITE 104B
Boca Raton, FL 33431

Title SECRETARY, TREASURER

MAY, LEEANN ELIZABETH
4800 N FEDERAL HIGHWAY,
SUITE 104B
Boca Raton, FL 33431

Annual Reports

Report Year	Filed Date
2020	01/21/2020
2021	01/07/2021
2022	01/13/2022

Document Images

01/13/2022 -- ANNUAL REPORT	View image in PDF format
01/07/2021 -- ANNUAL REPORT	View image in PDF format
02/12/2020 -- Reg. Agent Change	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
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08/29/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/25/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
02/08/2016 -- ANNUAL REPORT	View image in PDF format
01/19/2015 -- ANNUAL REPORT	View image in PDF format
12/23/2014 -- Amendment	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format
01/30/2013 -- ANNUAL REPORT	View image in PDF format
01/11/2012 -- ANNUAL REPORT	View image in PDF format
01/10/2011 -- ANNUAL REPORT	View image in PDF format
02/22/2010 -- ANNUAL REPORT	View image in PDF format
04/02/2009 -- ANNUAL REPORT	View image in PDF format
01/16/2008 -- ANNUAL REPORT	View image in PDF format
01/03/2007 -- ANNUAL REPORT	View image in PDF format

01/12/2006 -- ANNUAL REPORT	View image in PDF format
06/28/2005 -- ANNUAL REPORT	View image in PDF format
01/20/2004 -- ANNUAL REPORT	View image in PDF format
09/02/2003 -- Name Change	View image in PDF format
01/08/2003 -- ANNUAL REPORT	View image in PDF format
01/21/2002 -- ANNUAL REPORT	View image in PDF format
01/29/2001 -- ANNUAL REPORT	View image in PDF format
01/19/2000 -- ANNUAL REPORT	View image in PDF format
02/21/1999 -- ANNUAL REPORT	View image in PDF format
01/21/1998 -- ANNUAL REPORT	View image in PDF format
04/02/1997 -- ANNUAL REPORT	View image in PDF format
11/07/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

Logging System Upgrade

Final Audit Report

2022-12-19

Created:	2022-12-19
By:	Mary Marinace (mmarinace@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJh4nhRwWI6-nEkHT0sMIYvfe8vxlrn0X

"Logging System Upgrade" History

-  Document created by Mary Marinace (mmarinace@coralsprings.org)
2022-12-19 - 1:05:27 PM GMT- IP address: 24.233.167.201
-  Document emailed to ryan.hurley@replaysystems.com for signature
2022-12-19 - 1:07:03 PM GMT
-  Email viewed by ryan.hurley@replaysystems.com
2022-12-19 - 3:04:49 PM GMT- IP address: 96.65.166.226
-  Signer ryan.hurley@replaysystems.com entered name at signing as Ryan Hurley
2022-12-19 - 3:14:41 PM GMT- IP address: 96.65.166.226
-  Document e-signed by Ryan Hurley (ryan.hurley@replaysystems.com)
Signature Date: 2022-12-19 - 3:14:43 PM GMT - Time Source: server- IP address: 96.65.166.226
-  Document emailed to adunkiel@coralsprings.gov for signature
2022-12-19 - 3:14:44 PM GMT
-  Email viewed by adunkiel@coralsprings.gov
2022-12-19 - 4:25:45 PM GMT- IP address: 199.27.247.2
-  Signer adunkiel@coralsprings.gov entered name at signing as Andrew B. Dunkiel
2022-12-19 - 10:42:19 PM GMT- IP address: 57.135.138.93
-  Document e-signed by Andrew B. Dunkiel (adunkiel@coralsprings.gov)
Signature Date: 2022-12-19 - 10:42:21 PM GMT - Time Source: server- IP address: 57.135.138.93
-  Agreement completed.
2022-12-19 - 10:42:21 PM GMT

Summary Sheet

Agenda Item: 19.

Meeting Date: January 11,
2023

Subject: Use of Forfeiture Funds (Chief McKeone)

Requested Action: Request to authorize the use of \$35,000 in Law Enforcement Trust Funds to cover the \$2,500 donation to A Child Is Missing, Inc. \$30,000 for the continuation of the crime awareness campaign - MACMAD "Make A Call, Make A Difference" and the annual \$2,500 donation to the FBI National Academy Association (FBINAA) (REQUEST TO AUTHORIZE)

Funding Source: Receiving Forfeiture to Expend

Placement: Consent

Background / Description:

\$ 2,500.00

Authorize the fiscal year 2023 donation in the amount of \$2,500.00 to A Child Is Missing, Inc. – Alert & Recovery program. Since 1997, A Child Is Missing, Inc. has been serving law enforcement nationwide. Over 5,500 departments use the Alert & Recovery program. This Alert & Recovery program helps to locate missing children and elderly persons. The appropriate State expenditure account will be used. (REQUEST TO AUTHORIZE)

\$30, 000.00

Authorize the expenditure of \$30,000.00 in Law Enforcement Trust Funds for the continuation of the crime awareness campaign – MACMAD "Make a Call, Make a Difference" in order to educate residents, businesses and city employees. The appropriate State expenditure account will be used. (REQUEST TO AUTHORIZE)

\$2,500.00

Authorize the fiscal year 2023 donation in the amount of \$2,500.00 to the Florida FBI National Academy Associates, Inc. (FBINAA) for their annual National Re-Trainer Conference. The appropriate State expenditure account will be used. (REQUEST TO AUTHORIZE)

City Attorney John J. Hearn has reviewed and finds the requests appear to be allowable expenses of Law Enforcement Trust Funds upon certification by Chief of Police and approval of the City Commission.

Staff will continue to look for grant funding for future capital projects along with other programs suitable for trust fund expenditures.

I, Bradley McKeone, Chief of Police, certify that all funds from the above request will be utilized for law enforcement purposes and complies with the requirements of the State of Florida Forfeiture Guidelines and/or the Department of Justice/Treasury Forfeiture Guidelines, where applicable. The above request has been reviewed and approved by the Office of the City Attorney.

Presenting: Chief Brad McKeone

Summary Sheet

Agenda Item: 20.

Meeting Date: January 11,
2023

Subject: IT Products, Solutions and Services (Stephen Dyer)

Requested Action: Request to award General Services Administration Multiple Award Schedule Contract #47QSW18D008F for IT Products, Solutions and Services to **Carahsoft Technology Corporation** of Reston, Virginia from January 11, 2023, through August 21, 2023. The estimated annual expenditure is \$200,000. Funding Source: American Rescue Plan Act. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO AWARD)

Funding Source: ARPA

Term Or Effective Date: 01/11/2023 through 08/21/2023

Placement: Consent

Attachments: [Summary Sheet](#)
[#1 - Agreement](#)

Background / Description:

The Information Technology Department has a need to purchase IT Products, Solutions and Services throughout the year. The General Services Administration (GSA) awarded Multiple Award Schedule Contract, #47QSW18D008F, an IT Procurement contract that provides government customers IT Products, Solutions and Services at the best value to Carahsoft Technology Corporation of Reston, Virginia.

The Information Technology Department plans to utilize the contract for the purchase of various IT Products, Solutions, and Services, including software licenses and software maintenance. Some of the available software programs under the contract that the City currently utilizes include Palo Alto, Okta, and Forescout.

The Information Technology Department and the Purchasing Division staff recommend awarding the GSA Multiple Award Schedule #47QSW18D008F to Carahsoft Technology Corporation of Reston, Virginia from January 11, 2023 through August 21, 2023 for an estimated annual expenditure of \$200,000.

Presenting: Stephen Dyer

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Mary Marinace

DOC ID: 1115

SUBJECT: IT Products, Solutions and Services (Stephen Dyer)

PLACEMENT: Consent

**REQUESTED ACTION:
(INCLUDE CONTRACT
START/TERM DATES)** Request to award General Services Administration Multiple Award Schedule Contract #47QSW18D008F for IT Products, Solutions and Services to **Carahsoft Technology Corporation** of Reston, Virginia from January 11, 2023 through August 21, 2023. The estimated annual expenditure is \$200,000. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative High Performing Sustainable Organization. (REQUEST TO AWARD)

ATTACHMENTS: #1 - Agreement

BACKGROUND / DESCRIPTION:

The Information Technology Department has a need to purchase IT Products, Solutions and Services throughout the year. The General Services Administration (GSA) awarded Multiple Award Schedule Contract, #47QSW18D008F, an IT Procurement contract that provides government customers IT Products, Solutions and Services at the best value to Carahsoft Technology Corporation of Reston, Virginia.

The Information Technology Department plans to utilize the contract for the purchase of various IT Products, Solutions, and Services, including software licenses and software maintenance. Some of the available software programs under the contract that the City currently utilizes include Palo Alto, Okta, and Forescout.

The Information Technology Department and the Purchasing Division staff recommend awarding the GSA Multiple Award Schedule #47QSW18D008F to Carahsoft Technology Corporation of Reston, Virginia from January 11, 2023 through August 21, 2023 for an estimated annual expenditure of \$200,000.

**PIGGYBACK AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS, FLORIDA
AND CARAHSOFT TECHNOLOGY CORP. FOR IT PRODUCTS, SOLUTIONS, AND
SERVICES**

THIS PIGGYBACK AGREEMENT (hereinafter "Agreement"), dated this ____ day
of _____, 2022 ("Effective Date") by and between:

CITY OF CORAL SPRINGS
a Florida municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter "CITY")

and

CARAHSOFT TECHNOLOGY CORP.
a foreign profit corporation
11493 Sunset Hills Road, Suite 100
Reston, Virginia 20190
(hereinafter "CONTRACTOR")

WHEREAS, CITY has the need to procure a contractor to provide IT Products, Solutions, and Services; and

WHEREAS, on August 22, 2018, the General Services Administration (hereafter "GSA") awarded the GSA Multiple Award Schedule (MAS) Contract #47QSW18D008F (hereinafter "Contract") with CONTRACTOR, attached hereto and incorporated herein as Exhibit "A," and

WHEREAS, the GSA Contract terminates on August 21, 2023; and

WHEREAS, the GSA Contract allows CONTRACTOR to enter into an agreement for IT Products, Solutions, and Services with CITY under an arrangement where CITY establishes this Agreement based on the contract developed and executed by GSA and Section 2-305.1(3) of the Code of Ordinances of the City of Coral Springs, Florida, which authorizes CITY to procure these services through such an arrangement; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the GSA Contract in providing IT Products, Solutions, and Services for CITY; and

WHEREAS, CITY desires to retain the services of CONTRACTOR establishing this agreement based on the contract developed and executed by the GSA; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The prices, terms, and conditions of the GSA Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

A. The Scope of Services for work to be performed under this Agreement shall be as set forth in the GSA Contract, except said services shall be performed in and for CITY.

B. All references to Vendor in the GSA Contract shall be considered the CONTRACTOR for purposes of this Agreement.

C. This Agreement shall become effective upon the Effective Date and shall terminate on August 21, 2023.

D. RECORDS AND AUDIT

CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

(1) Keep and maintain public records required by CITY to perform the service.

(2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

E. INSURANCE

CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy, or policies of insurance, which must include the following coverages and limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the

employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Commercial General Liability (occurrence form) with the following limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with limits of those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Product and Completed Operations Liability.
- (c) Broad Form Property Damage.
- (d) Contract Liability.

UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED. Insurance companies shall be rated A- by AM Best. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled until at least thirty (30) calendar days and ten (10) days' notice of non-renewal written notice has been given to CITY.

These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely requirements established by CITY's Risk Manager.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than Two Million (\$2,000,000) Dollars for each category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage

protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

F. INDEMNIFICATION

The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

G. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY if the CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, the CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

H. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all

renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

I. FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 3. In all other respects, the terms, and conditions of the GSA Contract are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

SECTION 4. This Agreement shall become effective upon the approval of City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and CARAHSOFT TECHNOLOGY CORP. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez
Christina Gomez (Dec 1, 2022 17:20 EST)

CHRISTINA M. GOMEZ
Assistant City Attorney

CARAHSOFT TECHNOLOGY CORP.

By: Madeline Hall
Madeline Hall (Dec 1, 2022 17:13 EST)

Title: Contracts Manager

Print Name: Madeline Hall



EXHIBIT “A”

**General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List**

Contractor:

Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:

47QSWA18D008F
Multiple Award Schedule (MAS)

Period Covered by Contract:

August 22, 2018 – August 21, 2023

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 541519CDM:	Continuous Diagnostics and Mitigation (CDM) Tools
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. ANCILLARY:	Ancillary Supplies and Services
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)



Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is <https://gsaadvantage.gov>



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For the purposes of the Schedule 36 Solicitation (3FNJ-C1-000001-B), eleven (11) specific elements of Electronic Records Management (ERM) Services have been identified. These 11 elements are fully defined and the corresponding requirements are identified in the Universal Electronic Records Management Requirements attachment to the solicitation. These requirements have been established and are administered by the National Archives & Records Administration (NARA).

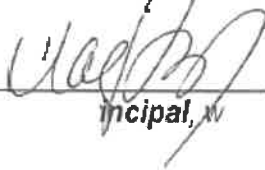
Vendors may provide any combination of the 11 elements of ERM Services; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this certification. **Vendors should include a completed copy of this certification in their published GSA catalog to illustrate their ERM capabilities.**

Carahsoft Technology Corp. 1860
Michael Faraday Drive Suite 100
Reston, VA 20190

Proposed Elements of Electronic Records Management Services:
[Select all that apply]

- ☐ Element 1 - Desktop Applications
- ☒ Element 2 - Electronic Messages
- ☒ Element 3 - Social Media
- ☐ Element 4 - Cloud Services
- ☐ Element 5 - Websites
- ☒ Element 6 - Digital Media (Photo)
- ☒ Element 7 - Digital Media (Audio)
- ☒ Element 8 - Digital Media (Video)
- ☐ Element 9 - Databases
- ☒ Element 10 - Shared Drives
- ☒ Element 11 - Engineering Drawings

Carahsoft Technology Corp. hereby certifies that we are capable of meeting all standards described in Solicitation -3FNJ-C1-000001-B and the Universal Electronic Records Management Requirements attachment for each of the sections of ERM Services we have proposed, as indicated above.


Principal

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Contractor Data and Points of Contact

Contractor's Point of Contact for Contract Administration

Brianna Guest – Contract Manager
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8500 (Main) | (703) 871-8505 (fax)
contracts@carahsoft.com

Business Size: **Other than Small**

DUNs Number: **088365767**

Ordering Instructions / Terms and Conditions

1a. Authorized Special Item Numbers (SINs)

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 541519CDM:	Continuous Diagnostics and Mitigation (CDM) Tools
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. ANCILLARY:	Ancillary Supplies and Services
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)

1b. Lowest Priced Model Number and Price for Each SIN:

Not applicable.



1c. Hourly Rates

See the Terms and Conditions for SIN 54151S on pg. 37, below.

2. Maximum Order

SIN 33411	\$500,000
SIN 511210	\$500,000
SIN 518210C	\$500,000
SIN 532420L	\$500,000
SIN 541370GEO	\$1,000,000
SIN 54151	\$500,000
SIN 541519CDM	\$500,000
SIN 54151ECOM	\$500,000
SIN 54151S	\$500,000
SIN 564122	\$500,000
SIN 611420	\$250,000
SIN 811212	\$500,000
SIN ANCILLARY	\$250,000
SIN 333429	\$750,000
SIN 518210ERM	\$1,000,000
SIN 493110RM	\$1,000,000
SIN 3361E	\$2,000,000
SIN OLM	\$250,000

3. Minimum Order

\$100

4. Geographic Coverage

Domestic and Overseas

5. Point(s) of Production

Varies by Manufacturer

6. Discount from Internal Rate

The GSA Net Price published on GSA Advantage! Reflects the fully burdened price.
The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount

Varies by Manufacturer, as reflected on GSA Advantage!

8. Prompt Payment Terms

Net 30 Days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of



the contractual agreement in exchange for other concessions.

Percentage-Based Purchasing: The published \$0.01 price is not the customers' final price. The Purchase price of the product is based on a commercial list price that is determined for the price you paid for the product. Please contact Carahsoft Technology Corp. at (703) 871-8500 or contracts@carahsoft.com for assistance with calculating the purchase price of the software maintenance and additional product information.

9. Government Purchase Card

Accepted for sales at or below the micro-purchase threshold.

Acceptance for purchases above the micro-purchase threshold will be determined on a procurement-by-procurement basis.

10. Foreign Items

None

11a. Time of Delivery

SIN 33411: 30 Days after Receipt of Order

SIN 511210: 30 Days after Receipt of Order

SIN 518210C: 30 Days after Receipt of Order

SIN 532420L: 30 Days after Receipt of Order

SIN 541370GEO: 30 Days after Receipt of Order

SIN 54151: 30 Days after Receipt of Order

SIN: 541519CDM: 30 Days after Receipt of Order

SIN 54151ECOM: 30 Days after Receipt of Order

SIN 54151S: 30 Days after Receipt of Order

SIN 561422: 30 Days after Receipt of Order

SIN 611420: 30 Days after Receipt of Order

SIN 811212: 30 Days after Receipt of Order

SIN ANCILLARY: 30 Days after Receipt of Order

SIN 333429: 30 Days after Receipt of Order

SIN 518210ERM: 30 Days after Receipt of Order

SIN 493110RM: 30 Days after Receipt of Order



SIN 3361E: 30 Days after Receipt of Order

11b. Expedited Delivery

Please contact the Contractor for availability and rates.

11c. Overnight and 2-Day Delivery

Please contact the Contractor for availability and rates.

11d. Urgent Requirements

Agencies can contact the Contractor's representative to affect a faster delivery.

Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB Point

Destination

13a. Ordering Address

Karina Woods – Operations Manager

Carahsoft Technology Corp.

11493 Sunset Hills Rd., Suite 100

Reston, VA 20190

(703) 871-8519 (telephone)

(703) 871-8505 (fax)

gsaorders@carahsoft.com

13b. Ordering Procedures

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address

Jillian Szczepanek

Accounts Receivable

Carahsoft Technology Corp.

11493 Sunset Hills Rd., Suite 100

Reston, VA 20190

(703) 871-8614 (telephone)

(703) 871-8505 (fax)

gsapayments@carahsoft.com



15. Warranty Provision

Varies by Manufacturer and Product/Service

16. Export Packing Charges

Not applicable

17. Terms and Conditions of Government Purchase Card Acceptance

Please contact the Contractor for terms and conditions of acceptance.

18. Terms and Conditions of Rental, Maintenance, and Repair (if applicable)

Not applicable

19. Terms and Conditions of Installation

Not applicable

20a. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices (if available)

Not applicable

20b. Terms and Conditions for Any Other Services

Not applicable

21. List of Service and Distribution Points

Not applicable

22. List of Participating Dealers

The full list of Participating Dealers can be found on the Carahsoft website,
<https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/authorized-dealers>

23. List of Approved Manufacturer CSAs

<https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2>
Additional terms may apply.

24a. Preventative Maintenance

None



24b. Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)

None

24c. Section 508 Compliance for Electronic and Information Technology

Varies by Manufacturer

25. Data Universal Number System (DUNS) Number

088365767

26. Notification Regarding Registration in System for Award Management (SAM) Database

Contractor has an Active Registration in the SAM database

27. Labor Category Descriptions and Pricing

See the Terms and Conditions for SIN 54151S beginning on page 37 below.

28. Non-Defective Product Returns

Products are eligible for return or replacement within 30 days of invoice. New and unopened product return requests received more than 30 days after invoice are considered to be out-of-policy return requests. These types of requests will be considered on a case-by-case basis. Any applicable shipping costs are to be paid by the customer.

Table of Awarded Special Item Numbers (SINs)

Authorized Special Item Numbers (SINs)	Title/ Description
33411	Purchasing of new electronic equipment
511210	Software Publishers
518210C	Cloud and Cloud-Related IT Professional Services
532420L	Leasing of new electronic equipment
541370GEO	Earth Observation Solutions
54151	Software Maintenance Services
541519CDM	Continuous Diagnostics and Mitigation (CDM) Tools
54151ECOM	Electronic Commerce and Subscription Services
54151S	Information Technology Professional Services
561422	Automated Contact Center Solutions (ACCS)
611420	Information Technology Training
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
ANCILLARY	Ancillary Supplies and Services
333429	3D Printing and Additive Manufacturing Solutions
518210ERM	Electronic Records Management
493110RM	Physical Records Management Solutions
3361E	Electric and Autonomous Vehicles and Accessories
OLM	Order-Level Materials (OLM)

Special Item Number Information

Special Item No. 33411: Purchasing of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers Professional Workstations Servers

Laptop/Portable/Notebook Computers Large Scale Computers Optical and Imaging Systems



Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers Display

Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens Network Equipment

Other Communications Equipment Optical Recognition Input/Output Devices

Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage Other

Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices

Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLIES AND HARNESSSES

Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment

Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas Broadcast Band Radio

Transmitters/Receivers/Antennas Microwave Radio Equipment/Antennas and Waveguides Satellite

Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE



Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE
Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS,
EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE
Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT
Miscellaneous Communications Equipment
Installation (FPDS Code N070) for Equipment Offered
Deinstallation (FPDS N070)
Reinstallation (FPDS N070)

Special Item No. 511210: Software Publishers

Includes both term and perpetual software licenses and maintenance.

NOTE: Subject to Cooperative Purchasing

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid

Software Microcomputers

- Software Microcomputers
 - Operating System Software
 - Application Software
 - Electronic Commerce (EC) Software
 - Utility Software
 - Communications Software
 - Core Financial Management Software
 - Ancillary Financial Systems Software
 - Special Physical, Visual, Speech, and Hearing Aid Software
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Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services. IT professional services that are focused on providing the types of services that support the Government's adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
Cloud Computing Services

Table 1: Cloud Computing Services (i.e. IaaS, etc.)

SIN Description	Sub-Categories
• Commercially available cloud computing services • Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics • Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	1. Software as a Service (SaaS): Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. 2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. 3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

NOTE: Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

DESCRIPTION OF CLOUD COMPUTING SERVICES (i.e. IaaS, etc.) AND PRICING

- The information provided below is designed to assist Offerors in qualifying cloud computing services and provide complete descriptions.
- In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

Table 2 summarizes the additional Offeror provided description requirements for services proposed under the Cloud Computing Services (i.e IaaS, etc.). All mandatory description requirements must be complete, and adequate according to

evaluation criteria.

In addition there is one “Optional” reporting descriptions which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

- 1) The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.
- 2) If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in “Guidance for Contractors”.

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services (i.e. IaaS, etc.) satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See ‘GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics’ below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics. The NIST “Measured Service” characteristic requires a minimal “pay as you go” unit of measurement appropriate for the service. In the case of SaaS, the appropriate maximum measured increment of service shall be no more than 30 days per user, or some other equivalent discrete measurement that provides the government with the advantage of frequent (approximately every 30 days) “pay as you go” metering cycles. SaaS products, where consumption is only measured on an annual basis, may better fit under “Term Software License” SIN 132-32. Likewise, offers of any combinations of IaaS, PaaS or any other cloud product services in a bundle or other fashion that do not meet the frequency requirements of approximately 30-day measurement and billing cycles, will not be accepted as complying with the NIST Measured Service characteristic.

2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800- 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See ‘GUIDANCE FOR CONTRACTORS: NIST Deployment Model’ below in this document for detailed direction on how to best categorize a service for the NIST deployment models.
3	Optionally select the most appropriate NIST service model that will be the designated sub- category, or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub-category selection is optional but recommended. See ‘GUIDANCE FOR CONTRACTORS: NIST Service Model’ below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

2) GUIDANCE FOR OFFERORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2 (above) including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Offeror specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to evaluation factors. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services (i.e. IaaS, etc.) under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145¹

Offerors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

Both Cloud service model (i.e. IaaS, etc.) and deployment model (i.e. public, etc.) designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection

a) NIST Essential Characteristics

General Guidance

NIST’s essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included

¹⁷ <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>

based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

Table 3: Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self-service	- Ordering activities can directly provision services without requiring Contractor intervention. - This characteristic is typically implemented via a service console or programming interface for provisioning	Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or other appropriate payment cycles on what are essentially on demand services. Services under this SIN must be capable of true on- demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level: - Ordering activities must specify their procurement approach and requirements for on-demand service - Contractors must propose how they intend to meet the approach - Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.
Broad Network Access	- Ordering activities are able to access services over standard agency networks - Service can be accessed and provisioned using standard devices such as browsers, tablets and mobile phones	- Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service - Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non- cloud networks and services. For example, a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.
Resource Pooling	- Pooling distinguishes cloud services from simple offsite hosting. - Ordering activities draw resources from a common pool maintained by the Contractor - Resources may have general characteristics such as regional location	- The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them. - Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement - Similar concerns apply to software and platform models; automated provisioning from a pool is required - Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.
Rapid Elasticity	Rapid provisioning and de-provisioning commensurate with demand	- Rapid elasticity is a specific demand-driven case of self-service ‘Rapid’ should be understood as measured in minutes and hours, not days or weeks. - Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required. - Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.

Measured Service	Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service	- Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. - Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured - Contractors must specify that measured service is available and the general sort of metrics and mechanisms available - The goal of the Measured Service requirement is to ensure Ordering Activities realize the full benefit of “pay as you go” consumption models. Consumption measurements that are not discrete enough or frequent enough (greater than 30 days), will not fulfill this NIST essential characteristic and will not be eligible for inclusion in this SIN.
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Inheriting Essential Characteristics

Cloud Services (i.e. IaaS, etc.) may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Cloud Services (i.e. IaaS, etc.) inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from “Provider A” and a PaaS service from “Provider B”. The PaaS service may inherit broad network access from “Provider A” but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Network Access

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users. In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

1) NIST Service Model

The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof, that most closely describes their offering, using the definitions in The NIST Definition of Cloud Computing SP 800-145. The following guidance is offered for the proper selection of service models.

NIST’s service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing Cloud services (i.e. IaaS, etc.) of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely

corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as “Storage as a Service” would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as “LAMP as a Service” or “Database as a Service” would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as “Travel Facilitation as a Service” or “Email as a Service” would be properly characterized as species of Software as a Service (SaaS) for this SIN.

However, Contractors can and should include appropriate descriptions (including commercial marketing terms) of the service in the full descriptions of the service’s capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

- a) **Visibility to the Ordering Activity.** Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.
- b) **Primary Focus of the Cloud Service (i.e. IaaS, etc.).** Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.
- c) **Ordering Activity Role.** Contractors should consider the operational role of the Ordering Activity’s primary actual consumer or operator of the service. For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.
- d) **Lowest Level of Configurability.** Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 4 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

Table 4: Guidance on Mapping to NIST Service Models

Service Model	Guidance
Infrastructure as a Service (IaaS)	Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices. • IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting • The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device. Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks. Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.

Platform as a Service (PaaS)

Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application.

- A complete platform can deploy an entire application. Complete platforms can be proprietary or open source
- Partial platforms can deploy a component of an application which combined with other components make up the entire deployment
- PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service
- The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service.
- A limited range of configuration options for the platform service may be available.

Examples of complete PaaS services include:

- A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application,
- a Windows .Net platform ready to deploy a .Net application,
- A custom complete platform ready to develop and deploy a customer application in a proprietary language
- A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services.

The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform.

PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include:

- A database service ready to deploy a customer's tables, views and procedures,
- A queuing service ready to deploy a customer's message definitions
- A security service ready to deploy a customer's constraints and target applications for continuous monitoring

The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function.

Note that both the partial and complete PaaS examples all have two things in common:

- They are software services, which offer significant core functionality out of the box
- They must be configured with customer data and structures to deliver results

As noted in IaaS, operating systems represent a gray area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.

Software as a Service (SaaS)	Select a SaaS model for service based equivalents of software applications. • SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting • The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides. Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users. Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose. Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.
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2) Deployment Model

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Table 5: Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

Special Item No. 532420L: Leasing of new electronic equipment

Leasing of new electronic equipment. Includes the following lease types:
Lease to Ownership, and
Lease with Option to Own

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class W070 LEASE OR RENTAL OF EQUIPMENT- ADP
EQUIPMENT/SOFTWARE/SUPPLIERS/SUPPORT EQUIPMENT
Lease of Products

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 532420L Option 1 Lease Terms and Conditions

Option 1 Lease Terms and Conditions does not contain a cancellation clause and all leases automatically expire on September 30th or sooner.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. STATEMENT

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
 - i. The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under GSAR 552.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
 - ii. All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the

ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

- b. **Crossing Fiscal Years Within Contract Period.** Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in GSAR 552.212-4(l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

- i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.
- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract

purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.

- iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
- iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non- Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 - 1. to purchase the product for the residual value of the product, or
 - 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.
- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.
- iii. Returns
 - 1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
 - 2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - iii. has no ability to use the returned software.

g. **UPGRADES AND ADDITIONS**

- i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 1. can be removed without causing material damage to the product;
 2. do not reduce the value of the product; and
 3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 1. were not leased from the Contractor, and
 2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- iii. Any additions that are not so removable will become the Contractor's property (lien free).
- iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. **RISK OF LOSS OR DAMAGE**

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. **TITLE**

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

j. **TAXES**

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of

FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. **ADDITIONAL LEASE TERMS**

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

**INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY**

SIN 532420L Option 2 Lease Terms and Conditions

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. **LEASING PRICE LIST NOTICE**

- a. Contractors must include the following notice in their contract price list for SIN 532420L:

"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

2. **STATEMENT OF ORDERING ACTIVITY INTENT**

- a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. **LEASE TERM**

- a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work.

Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

- b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period.. This cross fiscal year authority does not apply to multi-year leases.
- c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.
- d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstances.

4. LEASE TERMINATION

- a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
 - i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).
 - ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with GSAR 552.212-4, Contract Terms and Conditions Commercial Items, paragraph (l) Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.
- c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to

the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non- appropriation shall be provided to the Contractor upon request.

- d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
- e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

- i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.
- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is

issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.
- iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
- iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non- Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 1. to purchase the product for the residual value of the product, or
 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.
- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.
- iii. Returns
 1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US,

in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - iii. has no ability to use the returned software.

g. **UPGRADES AND ADDITIONS**

- i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 1. can be removed without causing material damage to the product;
 2. do not reduce the value of the product; and
 3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 1. were not leased from the Contractor, and
 2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- iii. Any additions that are not so removable will become the Contractor's property (lien free).
- iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. **RISK OF LOSS OR DAMAGE**

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. **TITLE**

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the

applicable purchase option price.

j. **TAXES**

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. **ADDITIONAL LEASE TERMS**

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

Special Item No. 541370GEO: Earth Observation Solutions

Provides geospatial earth observation technologies, products, and services to include, but not limited to ground, satellite and aerial based sensor data and imagery; worldwide digital transmission, internet, data, and video services and products through various networks, platforms, and applications. Offerings include global coverage, imagery, archive storage and distribution, monitoring, basemaps (mosaics), and earth observation solutions for accurate, mission critical information for uses to include, but not limited to, environmental, agriculture, meteorology, forestry, fish & wildlife habitats, disaster response and recovery, defense, maritime, mapping, humanitarian support, transportation, and public safety.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D304 IT AND TELECOM- TELECOMMUNICATIONS AND TRANSMISSION
- IT AND TELECOM-TELECOMMUNICATIONS AND TRANSMISSION

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
- IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING

FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION
- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services
- Web-Based Subscription

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- Other IT and Telecommunications Services

Special Item No. 54151: Software Maintenance Services

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical



expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

Special Item No. 541519CDM: Continuous Diagnostics and Mitigation (CDM) Tools

Includes Department of Homeland Security (DHS) approved hardware and software products. The full complement of CDM Tools SIN products and services includes tools, associated maintenance, and other related activities such as training. The CDM Program is organized by 5 CDM capabilities: 1. Asset Management, 2. Identity and Access Management, 3. Network Security Management, 4. Data Protection Management and, 5. Future Capabilities.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class 7030 ADP SOFTWARE
- ADP SOFTWARE

FSC/PSC Class 7035 ADP SUPPORT EQUIPMENT
- ADP SUPPORT EQUIPMENT

FSC/PSC Class D319 IT AND TELECOM- ANNUAL SOFTWARE MAINTENANCE SERVICE PLANS
- IT AND TELECOM- ANNUAL SOFTWARE MAINTENANCE SERVICE PLANS

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS
- OTHER IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

Special Item No. 54151ECOM: Electronic Commerce and Subscription Services

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151S: Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

Commercial Job Title: Consulting Engineer

Minimum/General Experience: Has approximately 5 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.



Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.A. or B.S. in Computer Science, Engineering, Mathematics, Economics or Business.

Commercial Job Title: Information Architect

Minimum/General Experience: Has approximately 2 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

Functional Responsibility: Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems.

Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Project Manager

Minimum/General Experience: Has approximately 2 years of experience within information system project oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects.

Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas.

Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost



customer appeal, and satisfaction.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas.

Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Information Architect

Minimum/General Experience: Has approximately 7 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

Functional Responsibility: Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science

Commercial Job Title: Senior Project Manager

Minimum/General Experience: Has approximately 7 years' experience within information system project oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects.

Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Provides supervision, person possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Labor Categories	August 2021 August 2022	August 2022 August 2023
Consulting Engineer	\$217.67	\$222.68
Information Architect	\$212.74	\$217.64
Project Manager	\$212.74	\$217.64
Senior Consulting Engineer	\$249.99	\$255.74
Senior Information Architect	\$272.23	\$278.49
Senior Project Manager	\$266.63	\$272.76

Special Item No. 561422: Automated Contact Center Solutions (ACCS)

ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to: • Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.

NOTE: Subject to Cooperative Purchasing

Special Item No. 611420: Information Technology Training

Includes training on hardware, software, cloud, and other applicable systems.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class U012 EDUCATION/TRAINING- INFORMATION
TECHNOLOGY/TELECOMMUNICATIONS TRAINING

Training Courses for Information Technology Equipment and Software

Special Item No. 811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose
Commercial Information Technology Equipment, Radio/Telephone Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for
basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY



SIN 811212 Hardware Maintenance Order Terms

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a ____ (**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address

City

State

Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

- a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
- b) Equipment placed under maintenance service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

- b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Maintenance Rate Provisions

- a) The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- ii) Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
- iii) After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
- iv) Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.

	Yes	No
Indicate if there will be an additional charge for travel and transportation.		

- b) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

Quantity Range	Discounts
Units	%
Units	%
Units	%

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY



SIN 811212 Hardware Repair Service Order Terms

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a ____ (**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address

City

State

Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

- a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
- b) Equipment placed under maintenance and/or service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

- b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Repair Service Rate Provisions

- a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c) At the Contractor/OEM's Facility
 - i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
 - ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
- d) At the Ordering Activity Location (Within Established Service Areas)
 - i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.
- e) At the Ordering Activity Location (Outside Established Service Areas)
 - i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
 - ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.
- f) Labor Rates
 - i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.
 - ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

- iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

	Minimum Charge * - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor/OEM Facility			
Ordering Activity Location (Within Established Service Areas)			
Ordering Activity Location (Outside Established Service Areas)			

*MINIMUM CHARGES INCLUDE FULL ____ HOURS ON THE JOB

4) Repair Parts/Spare Parts Rate Provision

- a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.
- b) All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated ____, at a discount of ____% from such listed prices.

Special Item No. 333429: 3D Printing Solutions and Additive Manufacturing Solutions

333249 Includes printers; ancillary equipment, technical services and supplies required to generate functional prototype images and printed objects. Equipment may include all classes and sizes of 3D Printers, laser imaging devices, post processing devices and ancillary accessories and software to produce functional items. Technical services include but are not limited to: 3D Printing and laser imaging to produce a digital file used to generate functional prototype images and printed objects. All types of consumables and other items related to this SIN are included.

Special Item No. 518210ERM: Electronic Records Management

518210ERM Electronic Records Management Solutions provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of electronic records. The vendor provides professional management and administrative support personnel with the necessary skills to perform effective record management services for both classified and/or unclassified records. The services are provided using either Government or vendor equipment and facilities or a combination of both. The objective of electronic records management services is to permit the access, maintenance, control, storage, disposition, and transfer of electronic records. Includes any ancillary supplies and/or services necessary to provide a total electronic records management solution.



Vendor Certification for SIN 518210ERM –

For the purposes of the Schedule 36 Solicitation (3FNJ-C1-000001-B), eleven (11) specific elements of Electronic Records Management (ERM) Services have been identified. These 11 elements are fully defined and the corresponding requirements are identified in the Universal Electronic Records Management Requirements attachment to the solicitation. These requirements have been established and are administered by the National Archives & Records Administration (NARA).

Vendors may provide any combination of the 11 elements of ERM Services; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this certification. **Vendors should include a completed copy of this certification in their published GSA catalog to illustrate their ERM capabilities.**

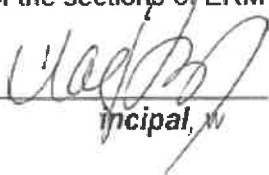
Carahsoft Technology Corp. 1860
Michael Faraday Drive Suite 100
Reston, VA 20190

Proposed Elements of Electronic Records Management Services:

[Select all that apply]

- ☐ Element 1 - Desktop Applications
- ☒ Element 2 - Electronic Messages
- ☒ Element 3 - Social Media
- ☐ Element 4 - Cloud Services
- ☐ Element 5 - Websites
- ☒ Element 6 - Digital Media (Photo)
- ☒ Element 7 - Digital Media (Audio)
- ☒ Element 8 - Digital Media (Video)
- ☐ Element 9 - Databases
- ☒ Element 10 - Shared Drives
- ☒ Element 11 - Engineering Drawings

Carahsoft Technology Corp. hereby certifies that we are capable of meeting all standards described in Solicitation -3FNJ-C1-000001-B and the Universal Electronic Records Management Requirements attachment for each of the sections of ERM Services we have proposed, as indicated above.



Principal



Vendor Certification for SIN 493110RM –

493110RM Includes capabilities to manage the movement, manipulation, archiving, security, and management of physical records, including any ancillary supplies and/or services necessary to provide a total physical records management solution.

Vendor Certification for SIN 3361E –

3361E Includes electric and autonomous vehicles and accessories.



ATTACHMENT I - AUTHORIZED PARTICIPATING DEALERS

Carahsoft certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions of this GSA Schedule.

For the complete listing of authorized participating dealers please see:

<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/authorized-dealers>



ATTACHMENT II – Contractor Team Arrangements

Schedule Contractors participating in a Contractor Team Arrangement must abide by all terms and conditions of their respective contracts. This includes compliance with Clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

For the complete listing of Contractor Team Arrangements, please contact Carahsoft for details.



ATTACHMENT III – Commercial Supplier Agreements

For the complete list of Commercial Supplier Agreements vetted and approved by GSA for inclusion into the GSA Schedule Contract, please see:

<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2>

ATTACHMENT IV A – U.S. Government Adobe FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Adobe Category Management Offering addresses current OMB Memorandum's (M-16-04, M-16-12), Circular A-130, OFPP and, GSA Federal Cyber, electronic government and Category Management policy requirements.

The Adobe Data Centric Security and Electronic Signature Solutions provide the best-in-class technology to the federal government. Providing a streamlined avenue for agencies to acquire Adobe technology through category management will improve the acquisition and management of the proposed solutions.

Solution 1

Adobe enterprise digital rights Category management

The Adobe Enterprise Digital Rights Management Bundle provides a DRM solution to documents allowing only people with specific credentials the ability to apply persistent protection to sensitive documents and information. With this level of dynamic protection you can revoke and change permissions within a document regardless of document location and you can protect against potential fraudulent activity. In addition, you can perform certificate based digital signatures on PDF documents when used with Acrobat*.

SKU	Description	List Price	GSA Price	Discount Level 1 >\$5M Annual Spend*	Discount Level 2 >\$15M Annual Spend*	Discount Level 3 >\$20M Annual Spend*
210T-1423-DRM1	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 1: Up to 1,000 Users	\$405,600.00	\$367,623.29	8%	15%	30%
210T-1423-DRM2	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 2: Up to 5,000 Users	\$625,600.00	\$567,023.29	8%	15%	30%
210T-1423-DRM3	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 3: Up to 10,000 Users	\$1,251,200.00	\$1,134,046.58	8%	15%	30%
210T-1423-DRM4	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 4: Up to 25,000 Users	\$2,777,400.00	\$2,517,343.16	8%	15%	30%
210T-1423-DRM5	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 5: Up to 50,000 Users	\$5,554,800.00	\$5,034,686.32	8%	15%	30%

Adobe Consulting Services are required with the purchase of each bundle listed above. The recommended number of hours per bundle are listed below.

- 210T-1423-DRM1 – Up to 165 Hours
- 210T-1423-DRM2 – Up to 330 Hours
- 210T-1423-DRM3 – Up to 330 Hours
- 210T-1423-DRM4 – Up to 490 Hours
- 210T-1423-DRM5 – Up to 670 Hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the GSA Schedule Price.

*Discount Level Detail



Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$5,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$15,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$20,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the Adobe Fiscal Year which begins on December 1st. A full listing of eligible parent and sub agencies can be found on OPM.gov located [HERE](#).

In addition to the bundle pricing and discounts offered in the chart above, Carahsoft would like to offer the government additional discounts for all Adobe Experience Manager and Analytics software available on the GSA Schedule. Upon the purchase of any bundle listed above the ordering agency will receive 7% off any additional** Adobe Term licenses. The initial period of performance for all eligible Adobe Term Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis. The additional 7% discount for add on licenses will be offered so long as ordering agency has an active DRM Bundle Term License.

We are dedicated to providing the Enterprise Digital Rights Management solution to all federal agencies regardless of agency size. The Adobe team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

*Bundle requires supported version of Acrobat to be installed

**Additional discounts limited to Adobe Experience Manager and Analytics Software only, excludes services and training.

Adobe Digital Rights Management Bundle - Breakout

Product Description	1,000 Users Qty	5,000 Users Qty	10,000 Users Qty	25,000 Users Qty	50,000 Users Qty
Adobe Experience Manager Forms 6.2 – On Premise Term - Per Core - 12 Months	2	2	4	8	16
Adobe Experience Manager Document Security 6.2 – On Premise Term Minimum 1000 Recipients - Per Recipient - 12 Months	1,000	5,000	10,000	25,000	50,000
Adobe Insight Client License Per Named User (12 Month Term License)	1	1	2	4	8
Adobe Insight Reporting License - Per Server Add On (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe Insight Data Transformation Functionality - License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Insight Sensor License - Per Web Server (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe File Server Unit (FSU) License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Data Processing Unit (DPU) License - Per Server (Up To 500 Gb) (12 Month Term License)	1	1	2	4	8

Solution 2

Adobe Electronic Signatures category management

Adobe Sign

Adobe Sign is licensed in two ways: by signature transaction and by seat. The discounts below apply to either licensing model.

Pricing for the following Adobe Sign products purchased shall be in accordance with the established GSA price list/rate less the applicable guaranteed minimum discount percentages specified in the table below. Current GSA SKU's and licensing models for Sign eligible for discounts listed below are;

Licensing Model: Per Seat/User

SKU	Description	List Price	GSA Price
210-7041-ES	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Seat - Purchase Min 5 Seats Req (300 Transactions per Seat Included) - 12 Months	\$540.00	\$527.76

Licensing Model: Per Transaction

SKU	Description	List Price	GSA Price
210-7041-T	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Transaction 1-300 Transaction Purchase Req (Existing eSign Account Required) - 12 Month	\$540.00	\$527.76

Discounts are offered on a per total order basis as outlined in the table below:

Tier	Order Transaction Amount	Discount from GSA
Tier 1	\$25,000.00 - \$75,000.00	2%
Tier 2	\$75,000.01 - \$125,000.00	4%
Tier 3	\$125,000.01 - \$200,000.00	6%
Tier 4	\$200,000.01 - \$500,000.00	8%
Tier 5	\$500,000.01 +	10%

*Discounts are not cumulative.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

ATTACHMENT IV B – U.S. Government Nutanix FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Nutanix Hybrid Cloud Infrastructure Category Management Offering addresses requirements of the Data Center Optimization Initiative (DCOI) established in OMB Memorandum M-16-19, and fulfills the data center requirements of the Federal Information Technology Acquisition Reform (FITARA).

Federal customers to date have selected configurations of Nutanix software, hardware and maintenance across 42 different configurations and 1,000s of individual part numbers. Our goal here is to offer incentives in the form of solutions of the Nutanix software, hardware and maintenance bought 90% of the time with full capabilities to build a hybrid cloud infrastructure. We also considered which of these configurations purchased line up consistently with what type of deployment, labeling each solution as such.

Incentives:

To enable agencies to quickly stand up Hybrid Cloud Infrastructure and incent them to leverage lessons learned from other agencies that have built Shared Services with Nutanix. Carahsoft and Nutanix are offering four types of Hybrid Cloud Infrastructure solutions and are described in detail with corresponding incentives offers for each:

- Hybrid Cloud Infrastructure Pilot/Micro Agency Solution (Solution 1)
- Hybrid Cloud Infrastructure Base Solutions (Solutions 2-4)
- Hybrid Cloud Infrastructure Scale out Solutions (Solutions 5-8)
- Hybrid Cloud Software Defined Datacenter Solutions (Solutions 9-10)

SOLUTION 1

Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Description: Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Ideal agency investment to prove out Hybrid Cloud infrastructure, train administrators & have an entry point at minimum cost for pilots or micro agencies. Quantity one would be offered per agency/micro agency. Nutanix would also provide specific to workloads: test plans, summary of expected outcomes, federal customer references and a total cost of ownership economic study.

1. Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency

SKU	DESCRIPTION	LIST PRICE	GSA PRICE	Offer Price
422-HC-PLT-SLN	Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency	\$164,960.62	\$153,460.85	\$81,242.66

SOLUTIONS 2-4

Hybrid Cloud Infrastructure Base Solutions

Description: Hybrid Cloud Infrastructure Base Solutions

Hybrid Cloud Infrastructure Base Solutions with full Nutanix Hybrid Cloud Infrastructure capabilities 75% configured with descriptions that align with initial deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be

interested in advice to incent government Shared Service centers.

2. **Solution 2:** Hybrid Cloud Infrastructure base Solution - [Nutanix Enterprise Block](#)
3. **Solution 3:** Hybrid Cloud Infrastructure base Solution - [Nutanix Branch Office Block](#)
4. **Solution 4:** Hybrid Cloud Infrastructure base Solution - [Nutanix High Performance Flash Block](#)

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-B-ENT-SLN	Solution 2: Hybrid Cloud Infrastructure Base Solution - Nutanix Enterprise Block	\$225,305.74	\$209,835.52	\$203,376.78	\$202,437.85	\$200,559.39	\$198,681.14	\$186,083.36	\$184,205.10	\$181,387.72
422-HC-B-BRANCH-SLN	Solution 3: Hybrid Cloud Infrastructure Base Solution - Nutanix Branch Office Block	\$88,240.99	\$89,530.56	\$88,803.62	\$88,479.63	\$85,711.05	\$84,943.67	\$78,125.57	\$77,357.59	\$76,205.62
422-B-FLASH-SLN	Solution 4: Hybrid Cloud Infrastructure Base Solution - Nutanix High Performance Flash Block	\$523,095.56	\$487,682.63	\$473,062.67	\$470,727.78	\$466,057.99	\$461,388.20	\$444,603.14	\$439,933.35	\$432,928.67

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

See Workload Sizing Guide matrix below for the Solution number applied to enterprise workloads that are linear scalable. Therefore, multiples of sizing metrics can be matched to agency requirements per workload type to calculate ROMs. All sizing must be validated by Nutanix SEs, so workload mix on a single Nutanix Hybrid cloud infrastructure is considered.

SOLUTIONS 5-8

Hybrid Cloud Infrastructure Scale out Solutions

Description: Hybrid Cloud Infrastructure Scale out Solutions

Hybrid Cloud Infrastructure Scale out Solutions with full Nutanix hybrid cloud infrastructure capabilities 100% configured with descriptions that align with scale out deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be interested in advice to incent government Shared Service centers.

5. **Solution 5:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix Cold Storage Block](#)
6. **Solution 6:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix Enterprise Block](#)
7. **Solution 7:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix Branch Office Block](#)
8. **Solution 8:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix High Performance Flash Block](#)

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-SO-C-STOR-SLN	Solution 5 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Cold Storage Block	\$91,410.54	\$85,044.56	\$82,508.68	\$82,136.40	\$81,391.82	\$80,647.24	\$74,806.60	\$74,062.03	\$72,945.16
422-HC-SO-ENT-SLN	Solution 6 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Enterprise Block	\$314,851.08	\$292,959.55	\$284,210.40	\$282,890.76	\$280,251.48	\$277,612.20	\$260,612.75	\$257,973.47	\$254,014.55
422-HC-SO-BRANCH-SLN	Solution 7 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Branch Office Block	\$191,651.94	\$178,328.29	\$172,989.82	\$172,191.93	\$170,576.16	\$168,960.39	\$158,981.90	\$157,386.13	\$154,942.48
422-HC-SO-FLASH-SLN	Solution 8 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix High Performance Flash Block	\$1,002,953.80	\$933,507.02	\$905,405.87	\$900,960.76	\$891,890.56	\$882,820.35	\$856,174.52	\$847,104.31	\$833,499.00

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

SOLUTIONS 9-10 Hybrid Cloud Software Defined Datacenter Solutions

Description: Hybrid Cloud Software defined datacenter

Hybrid Cloud Software defined datacenter and Tactical platforms with Nutanix Hybrid Cloud Infrastructure capabilities, applicable to a strategy where it is ideal to source validated and Nutanix supported hardware infrastructure separately from the Nutanix software. Nutanix would consider cumulative per year volume incentive, starting over annually.

9. **Solution 9:** Hybrid Cloud Software defined datacenter Solution – [4 node software only enterprise](#)
10. **Solution 10:** Hybrid Cloud Tactical infrastructure software Solution – [8 node software only tactical](#)

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4
422-HC-SW-TACT-SLN	Solution 9 Hybrid Cloud Software defined datacenter Solution	\$81,600.00	\$79,967.76	\$74,419.20	\$73,603.20	\$72,787.20	\$71,563.20
422-HC-SW-SSERV-SLN	Solution 10 Hybrid Cloud Tactical Infrastructure Software Solution	\$163,200.00	\$159,935.52	\$148,838.40	\$147,206.40	\$145,574.40	\$143,126.40

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$500,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$1,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$2,000,000.00
- Level 4 Discount Level is reached when parent agency reaches annual spend of \$5,000,000.00

Sizing is specific to Nutanix partner hardware platforms and available upon request from Nutanix systems engineers. All Nutanix validated and supported partner hardware platforms build and deploy systems by node count. Eight and four node solutions were selected because that is the full scale out configuration of the individual partner hardware platforms for enterprise and tactical solutions.

Nutanix Software capabilities that are included with each of the solutions to enable the Nutanix Hybrid Cloud infrastructure regardless of whether the hardware is procured from Nutanix or separately from a Nutanix certified and supported hardware vendor:

Webscale hyper converged architecture, Nutanix Acropolis application mobility fabric, Acropolis distributed storage fabric, PRISM Enterprise management, Acropolis hypervisor, Acropolis file services, Acropolis block services, Acropolis Container services, Nutanix Cloud Connect, Shared Service self-service portal, data locality, data tiering, compression, de-duplication, security hardening, security control monitoring, security control breach automated remediation, NIST security control documentation for ATO, 1 year HW and SW maintenance including all software updates with 24x7x365 phone support - 4 hr response with non-returned disk service.

ATTACHMENT IV C - U.S. Government VERITAS FITARA Addendum

Introduction

Veritas Enterprise Data Management empowers government departments, on the federal and local level, to combine key capabilities from a family of solutions that reduces complexity, streamlines operations, and empowers agencies to recognize enormous business value.

With Veritas Enterprise Data Management solutions, federal agencies can have the insight and availability they need to understand what information they have, know how to keep it protected, and realize what they should delete. This leads to the best possible return on information (ROI): the ability to gain better visibility and insight into unstructured data and to control, store, and protect citizen information.

SOLUTIONS

Enterprise Data Management Solutions

Carahsoft will provide the following Veritas Enterprise Data Management Solutions through the GSA Schedule at the following discount options.

Product Family	Description/Business Value
360 DATA MANAGEMENT	Veritas 360 Data Management offerings provide data visibility, compliance readiness, business continuity, data protection and recoverability, while maintaining data/workload portability and storage optimization All product SW/HW components are included *See Bundle Information on page
DATA INSIGHT	Veritas Data Insight helps organizations improve unstructured data governance to reduce costs, reduce risk, and achieve compliance through actionable intelligence into data ownership, usage, and access controls All product SW components
EDISCOVERY	From ECA and keywords to concepts and TAR, Veritas' eDiscovery Platform provides the ultimate analysis toolkit for isolating potentially relevant items, revealing context, and prioritizing what's most important 8100/8200 APPLIANCES, Collector SW all included
EV 247	EV 247 frees customers from the overheads of owning, running, or managing email and file archives by leveraging Microsoft Azure cloud platforms, powered by the world's leading archiving technology. This is a cloud platform, software archiving solution, and managed service all in one All product SW components, cloud storage, and management fees are included
INFOSCALE	Veritas InfoScale minimizes downtime by providing high availability and disaster recovery over any distance for your critical business services, including individual databases, custom applications, and complex multitier applications across physical and virtual environments All product SW components included

Enterprise Data Management Platform – Aggregate (Both Product & Services) Agency Spend with Initial Enterprise Support and Service Option from Below	Discount Level 1 >\$3M Annual Spend*	Discount Level 2 >\$8M Annual Spend*	Discount Level 3 >\$15M Annual Spend*
	2%	5%	10%

One of the following Veritas Consulting Services are strongly recommended with the purchase of each product family listed above. The Service Descriptions and recommended number of hours per family is listed below:

Service Option	Service Personnel	Service Description
1	Business Critical Services Assist (BCS) – Proactive Product Account Management	Business Critical Services (BCS) Assist. Provides a designated, accountable Business Critical Coordinator (BCC) to oversee, support delivery, and assist with case management and escalations during local business hours for rapid response, priority queuing, helps ensure preventable issues don't recur (through quarterly reporting), and that solutions and recommendations are documented for future reference.
2	Remote Product Specialist (RPS) - On-Call, Dedicated Specialist	Remote Product Specialists (RPS). Get your mission critical application up and running as quickly as possible in the event of an issue or an unplanned outage. Includes an assigned, advanced level product expert to personalize your support experience and ensure priority call queuing.
3	On-Site Business Critical Engineer (BCE) - On-Site Resource	A Business Critical Engineer (BCE). Optimizes the Veritas environment. The BCE can minimize downtime by identifying potential issues before they impact performance and help optimize solutions so that each product feature is used fully to maximize the value from your software investment

Recommended Minimum by Discount Level – Services Only

Aggregate Revenue for Agency	Services Discount Level	Recommended Service Options		
		BCS	RPS	BCE Consultant FTE = 2040 hrs
\$0 - \$8M	Discount Level 1 (2%)	1 / per product	1/ per product	500 Hours
\$8M - \$15M	Discount Level 2 (5%)	1 / per product	1 / per product	1,020 Hours
>\$15M	Discount Level 3 (10%)	2 / per product	2 / per product	2,040 Hours

SUPPORT SKUs for NetBackup

For any agency with NetBackup currently installed or with the initial purchase of NetBackup, premier services offerings are available through the following bundles on the Carahsoft GSA. Offered skus are inclusive of Netbackup licensing, estimated service hours below, and either a SW or HW based Netbackup appliance.

As a rule of thumb, Veritas and Carahsoft recommend the following estimates of service hours in support of our software installations. These estimates are based on Front End TB count of the backup environment:



- < 100TB – 80 hours
- 101-250TB – 120 hours
- 250-500TB – 180 hours
- > 500TB – 240 hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the full GSA Schedule price.

Per Agency Aggregate Spend Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$3,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$8,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$15,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the **Veritas Fiscal Year which begins on April 1st**. A full listing of eligible parent and sub agencies can be found in the Appendix.

The initial period of performance for all support/maintenance contracts that come with eligible Veritas Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis.

We are dedicated to providing the Enterprise Data Management solutions to all federal agencies regardless of agency size. The Veritas team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing Blanket Purchase Agreements or contracts that an agency may have in place with Carahsoft or an authorized Veritas/Carahsoft reseller.

For the full pricelist table please use the following link:

https://www.carahsoft.com/application/files/4615/4418/8823/VERITAS_TC_TABLE.pdf



ATTACHMENT V – Approved IT Manufacturers

Approved IT Manufacturers:

Please reference GSA eLibrary:

<https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0119Y&contractorName=CARAHSOFT+TECHNOLOGY+CORPORATION&executeQuery=YES>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

CARASOFT TECHNOLOGY CORP.

Filing Information

Document Number F09000000081

FEI/EIN Number 52-2189693

Date Filed 01/05/2009

State MD

Status ACTIVE

Principal Address

11493 SUNSET HILLS RD

Suite 100

RESTON, VA 20190

Changed: 01/31/2020

Mailing Address

11493 SUNSET HILLS RD

Suite 100

RESTON, VA 20190

Changed: 01/31/2020

Registered Agent Name & Address

CORPORATION SERVICE COMPANY

1201 HAYS STREET

TALLAHASSEE, FL 32301

Name Changed: 11/28/2011

Address Changed: 11/28/2011

Officer/Director Detail

Name & Address

Title Secretary

Lord, Ellen

11493 SUNSET HILLS RD

Suite 100

RESTON, VA 20190

Title Treasurer

Szczepanek, Jillian
11493 SUNSET HILLS RD
Suite 100
RESTON, VA 20190

Title President

ABOD, CRAIG P.
11493 SUNSET HILLS RD
Suite 100
RESTON, VA 20190

Title VP, Director

MOORE, ROBERT
11493 SUNSET HILLS RD
Suite 100
RESTON, VA 20190

Annual Reports

Report Year	Filed Date
2021	04/23/2021
2021	06/04/2021
2022	04/19/2022

Document Images

04/19/2022 -- ANNUAL REPORT	View image in PDF format
06/04/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/23/2021 -- ANNUAL REPORT	View image in PDF format
01/31/2020 -- ANNUAL REPORT	View image in PDF format
01/16/2019 -- ANNUAL REPORT	View image in PDF format
01/04/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
04/06/2016 -- ANNUAL REPORT	View image in PDF format
05/13/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
04/22/2013 -- ANNUAL REPORT	View image in PDF format
03/19/2012 -- ANNUAL REPORT	View image in PDF format
11/28/2011 -- Reg. Agent Change	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
03/10/2010 -- ANNUAL REPORT	View image in PDF format
01/05/2009 -- Foreign Profit	View image in PDF format

Piggyback agreement

Final Audit Report

2022-12-01

Created:	2022-12-01
By:	Mary Marinace (mmarinace@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjRsefJew9aPi2i85eF1Lnifw58vm_Cd

"Piggyback agreement" History

-  Document created by Mary Marinace (mmarinace@coralsprings.org)
2022-12-01 - 10:10:19 PM GMT- IP address: 24.233.167.201
-  Document emailed to Madeline Hall (madeline.hall@carahsoft.com) for signature
2022-12-01 - 10:11:36 PM GMT
-  Email viewed by Madeline Hall (madeline.hall@carahsoft.com)
2022-12-01 - 10:12:32 PM GMT- IP address: 69.246.161.151
-  Document e-signed by Madeline Hall (madeline.hall@carahsoft.com)
Signature Date: 2022-12-01 - 10:13:10 PM GMT - Time Source: server- IP address: 69.246.161.151
-  Document emailed to cgomez@coralsprings.gov for signature
2022-12-01 - 10:13:11 PM GMT
-  Email viewed by cgomez@coralsprings.gov
2022-12-01 - 10:15:59 PM GMT- IP address: 24.233.167.201
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2022-12-01 - 10:20:41 PM GMT- IP address: 24.233.167.201
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2022-12-01 - 10:20:43 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.
2022-12-01 - 10:20:43 PM GMT

Summary Sheet

Agenda Item: 21.

Meeting Date: January 11,
2023

Subject: Appointment, Historical Advisory Committee (Lynne Martzall)

Requested Action: Request to consider appointment of Michele Smith to the Historical Advisory Committee. (REQUEST TO APPOINT)

Placement: Policy Formation and Direction

Attachments: [#1 - Smith, Michele](#)

Background / Description:

The principal mission of the City of Coral Springs Historical Advisory Committee is to actively collect, preserve and showcase memorabilia relating to all aspects of the City's history. Furthermore, the City of Coral Springs Historical Advisory Committee shall work in unison with City staff to foster a sense of community spirit and to encourage citizen involvement and pride in the City's heritage.

Current Membership: 8 Members

#1 - Smith, Michele

Only applied to this committee

Not currently serving on another committee

Video: Yes

Application Form

Profile

Michele Smith
First Name Middle Initial Last Name

[Redacted] Email Address

[Redacted] Home Address Suite or Apt

[Redacted] City [Redacted] State [Redacted] Postal Code

[Redacted] Primary Phone [Redacted] Alternate Phone

Neighborhood Coordination Assistant
Occupation

Which Boards would you like to apply for?

Historical Advisory Committee: Submitted

Length of Residence in Coral Springs

20+ years

Length of Time as a Business Person in Coral Springs

n/a

Interests & Experiences

REQUIRED Record a short video (90 seconds or less) explaining how your experience and interests are related to the board or committee you have applied to.

Please note that applications submitted without a video will not be considered.

If you need assistance recording a video, please contact the Office of the City Clerk at 954-344-1065.

Upload your video here:

Supplemental Questions

Do you have any relatives employed by the City? If yes, please state name(s):

no

Are you aware of any potential conflict of interest that may arise from your serving on this/these boards? If yes, please explain:

No conflicts of interest. I'm a city employee, the board meets in the evening after my work hours.

Do you have monies owed to the City that are delinquent? If yes, please explain:

no

Do you have any pending code violations relating to property owned by you in the City? If yes, please explain:

no

Do you have any violations relating to other City codes? If yes, please list:

no

Certification

I acknowledge that I have read the following statement: If appointed to this board or committee, Florida's Sunshine laws will apply to your participation. Upon appointment, you will receive additional information relating to Florida's Sunshine laws. If you have questions related to Florida's Sunshine laws, please contact the City Clerk at 954-344-1065.

☒ Yes ☐ No

I hereby certify that all statements made in this application are true and complete. Permission is granted to the City of Coral Springs to investigate and verify criminal history and any information provided on this and successive documents completed for purposes of my appointment to the City Board or Committee. In return for consideration of my application, I release any person who provides information pertaining to me from all claims or liabilities that might otherwise result from such information or opinions.

☒ I Agree

Signature (Please type full name)

Michele Smith

Date

11/20/22

Michele L. M. Smith

Phone [REDACTED]

Email [REDACTED]

I have several years of experience managing business relations and special projects at all organizational levels. Serve as primary point of contact between management, customers, sales, and marketing teams. Maintain excellent written and oral communication skills, problem resolution abilities, and a high level of confidentiality.

Education

Lynn University, Boca Raton, FL,
Bachelor of Arts, History/Political Science

Mohawk Valley Community College, Utica, NY,
Associate of Arts Liberal Arts, Humanities and Social Sciences

Experience

2020-Present *City of Coral Springs* Coral Springs, FL

Neighborhood Coordination Assistant

- Support director, housing manager, zoning manager, and planners in all aspects
- Process agenda memos, Peak entry for Board and City Commission meetings
- Prepare and coordinate Planning and Zoning/CPA packets
- Coordinate the Neighborhood Programs
- Answer incoming calls to assist resident concerns
- Assist with the Slice of Springs Meetings

2011-2020 *Taylor & Francis Publishing* Boca Raton, FL

Editor I/Manager - Engineering

- Support director, publisher, editors and authors; provide timely, thorough, and professional guidance and communication throughout the publishing process.
- Acquire book proposal and marketing reviews for proposals and book endorsements from US/ROW.
- Frequent contact with authors and contributors regarding projects; follow up on chapters, contributor agreements.
- Ensure content database is updated and maintained for web content.
- Draft and send out contract agreements.
- Process travel arrangements and expense reports.
- Manage editorial assistants for off-site editors to ensure dept procedures.
- Involved in numerous work development teams to maintain and improve company procedures.
- Interacting with a wide variety of in-house staff in US/UK, including editors, development editors, editing/design/production staff, marketing and sales staff, accounting and financial staff.

Marketing Manager – Mathematics, Statistics, Physics & Computer Science

- Develop and implement a comprehensive national and international marketing strategy.
- Oversee execution of direct mail, email, online and space advertising programs for assigned subject areas based on marketing plan.
- Provide marketing support for authors and editors as required and support small meeting and author requested sponsorship programs.
- Coordinate and provide marketing/sales strategies to US, UK, and ROW sales team for use in reaching appropriate sales channels.
- Maintain, update and utilize campaign management system with lists, marketing activity and analysis reports.
- Work with creative team on proofreading marketing copy and checking proofs.

Michele L. M. Smith

2009-2010

LA Fitness International

Coral Springs, FL

Operations Manager

- Improve the operational systems, processes and policies in support of organizations mission -- specifically, support better management reporting, information flow and management, business process and organizational planning.
- Manage and increase the effectiveness of customer service through improvements as well as coordination and communication between support staff, sales, and the various business functions.
- Supervise and coach staff and conduct weekly status meetings, oversee monthly and quarterly assessments and forecasts of organization's financial performance against budget, financial and operational goals. Oversee short and long-term financial and managerial reporting.
- Manage inventory control, Payroll management, budgets, and daily bank deposits.
- Ensure the club meets LA Fitness standards of cleanliness, safety, maintenance, and quality assurance standards.

2008-2009

Medical Staffing Network

Boca Raton, FL

Marketing Coordinator/Administrative Coordinator

- Assisted in the development of collateral and advertising materials that support marketing communications. Coordinated design teams from development through execution of all creative projects. Assisted with Marketing Communications timeline management.
- Supported agencies in creation of marketing materials to fulfill customer obligations.
- Tracked and reported on competitive advertising and promotional programs, site messaging, new features launches, etc. Assisted in creation of meeting documents: excel spreadsheets, PowerPoint; Administrative duties as requested (scribe, faxing, copying, set meetings, etc).

2007-2008

Bernard Hodes Group

Ft. Lauderdale, FL

Account Manager

- Solicited and recruited advertising for national clients, developed, implemented, and maintained strategic marketing plans, and provided support for senior management. Research and analyze marketing trends.

2002- 2007

J. Walter Thompson

Boca Raton, FL

Associate Account Executive - Mature Market Group (55+)

- Created and implemented marketing collateral, print media, and various types of direct mail, worked closely with senior account executives to develop effective communication programs in order to meet strategic objectives.
- Prepared internal agency briefs for project development, executed and analyzed print media, television, radio and internet.
- Proofread projects for grammar and client specifications, researched materials for project development, prepared confidential documentation, spreadsheets, schedules and presentations.

2000-2001

DataMed Forms & Software

Deerfield Beach, FL

Executive Assistant

- Provided support to VP of Customization and Director of Marketing, assisted in the customization and development of new software.
- Implemented quality assessments to ensure data was compliant with the guidelines for evaluation management service, compiled reports and prepared spreadsheets, and assisted product consultants with promotional product information data and research.

Volunteer

- Work with the City of Coral Springs on various city events
- Grass roots campaigning, worked several fundraising events to promote congressional and city commissioner candidates

Michele L. M. Smith

Skills

- Microsoft Office Suite; Excel, PowerPoint, Outlook
- Lean Six Sigma Yellow Belt
- Excellent verbal and written communication skills
- Strong organizational, and project management skills

Summary Sheet

Agenda Item: 22.

Meeting Date: January 11,
2023

Subject: Renewal of the Interlocal Agreement (ILA) for use of Broward County Temporary Debris Management Sites (TDMS) and related services (John Norris)

Requested Action:

Request to approve and renew the ILA for TDMS and related services for an additional five-year term. Funding Source: Approved Operating Budget, Solid Waste Fund. Strategic Goal: An Innovative, High Performing and Sustainable Organization. (REQUEST TO APPROVE, RENEW)

Funding Source: Approved Operating Budget

Term Or Effective Date: December 1, 2022 - November 30, 2027.

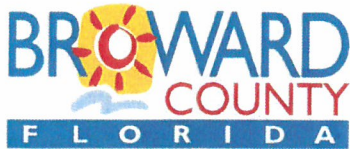
Placement: Policy Formation and Direction

Attachments: [Letter to participating cities](#)
[ILA TDMS Coral Springs - executed 05-03-18](#)

Background / Description:

On April 15, 2018, the City of Coral Springs (City) entered into an ILA with Broward County (County) for use of Broward County TDMS and related services. The initial term of the agreement was from date of execution and ending on November 30, 2022, with two additional five-year renewal terms upon mutual written consent by both parties. The County sent a renewal letter to the City dated October 26, 2022, asking for written consent to renew the ILA for the first five-year renewal term.

Presenting: John Norris



KEVIN B. KELLEHER, Assistant County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7320 • FAX 954-357-7360

October 26, 2022

TO: Broward County Municipal Managers (Participating Cities)

RE: Renewal of the Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services

Dear Municipal Managers (Participating Cities):

In 2018, Broward County and your governmental entity entered into an Interlocal Agreement ("ILA") that allows your use of County-owned Temporary Debris Management Sites ("TDMS").

The initial term of the ILA will soon expire. Section 4.1 of the ILA provides for a five-year renewal that may be exercised "upon mutual consent of the County Contract Administrator and the Government Entity"

If your governmental entity wishes to exercise the first of the five-year renewals, please return the following to Notosha Austin at naustin@broward.org no later than November 15, 2022:

1. A countersigned copy of this letter indicating your written consent to renew the ILA; and
2. Any authorizing resolution or legislation deemed necessary by your governmental entity to authorize your countersignature or this renewal.

If this countersigned letter (with any required authorizing resolution or legislation) is not returned by November 15, 2022, Broward County will assume your governmental entity does not desire to renew the ILA and proceed accordingly. If you have questions or concerns, do not hesitate to reach out at naustin@broward.org or (954) 474-1880.

Sincerely,

Kevin Kelleher
Assistant County Administrator

Consent to Renew:

Authorized Signer Government Entity

Name, Title (Print)

cc: Monica Cepero, County Administrator
Kimm Campbell, Deputy County Administrator
Trevor Fisher, Director, Public Works Department
Notosha Austin, Assistant Director, Solid Waste and Recycling Services

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Jared E. Moskowitz • Nath H. Rich • Tim Ryan • Michael Udine
www.broward.org

APPROVED AS TO FORM:

Sherry Whitacre (Dec 22, 2022 08:33 EST)

This Interlocal Agreement for use of Temporary Debris Management Sites and Other Related Services ("Agreement") is made and entered into by and between Broward County, a political subdivision of the state of Florida, ("County") and Coral Springs ("Government Entity") (collectively, the "Parties").

RECITALS

A. County wants to help governmental entities within County with debris management in the aftermath of a natural or man-made disaster for debris generated in County during such disaster by offering the use of Temporary Debris Management Sites ("TDMSS") owned by County.

B. Government Entity wants to use the TDMS and other related services in the aftermath of a natural or man-made disaster.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Board**. The Broward County Board of County Commissioners of Broward County, Florida.

1.2 **County Contract Administrator**. The Director of the Broward County Solid Waste and Recycling Services, or designee.

1.3 **County Administrator**. The administrative head of County appointed by the Board.

1.4 **County Attorney**. The chief legal counsel for County appointed by the Board.

1.5 **Debris Management Center**. The central command and control center for debris management coordination efforts between the County, municipalities, and other nonCounty agencies within the County.

1.6 **Disaster Debris**. Vegetative Debris, Hazardous Stump, and Other Debris, but not Unauthorized Debris.

1.7 **Disaster Debris Monitor or DDM**. The company or entity designated by the County Contract Administrator that will act as a County representative under this Agreement.

1.8 **Government Entity Contract Administrator**. Director of Public Works

1.9 **Hazardous Stump**. Eligible debris composed of a tree stump that is at least 24 inches in diameter and documented as a hazardous stump on an incoming Load Ticket.

1.10 **Load Tickets**. A five-part document, in a form approved by the County Contract Administrator, that tracks Disaster Debris from the original collection point to the TDMS.

1.11 **Other Debris.** Eligible debris that is not exclusively Vegetative Debris, which may contain Vegetative Debris, construction and demolition debris, and other types of bulk debris, but not Unauthorized Debris.

1.12 **Services.** Include, but are not limited to, site management; receipt of Disaster Debris; processing/reduction/segregation of Disaster Debris; loading of Disaster Debris for final disposal; hauling of Disaster Debris for final disposal; final disposal of Disaster Debris; site restoration; monitoring incoming, outgoing, and final disposal of Disaster Debris; and managing TDMS traffic control.

1.13 **TDMS.** Temporary Debris Management Site designated by the County Contract Administrator.

1.14 **Unauthorized Debris.** Any debris not accepted for off-loading, processing, and disposal at County's TDMSs. Unauthorized debris includes, but is not limited to, white goods; chemical, biological, radiological, and nuclear-contaminated debris; hazardous waste; vehicles; vessels; animal carcasses; garbage (household food waste), household hazardous waste; electronic waste; industrial waste; infectious waste; plastic bags (except for clear bags) and sand, soil, mud, and/or sediment.

1.15 **Vegetative Debris.** Eligible debris comprised of whole trees, tree stumps smaller than 24 inches in diameter, tree branches, tree trunks, and other leafy material.

ARTICLE 2. SCOPE OF SERVICES

2.1 Subject to availability and in the County Contract Administrator's sole discretion, County shall provide Services to Government Entity as outlined herein.

2.1.1 County shall allow Government Entity employees or authorized contractors to bring to TDMS Disaster Debris (but under no circumstances Unauthorized Debris) collected from the Government Entity's jurisdictional boundaries.

2.1.2 DDM will be the sole site monitor of the TDMS operations to ensure that Load Tickets are processed and initialed at the time of receipt.

2.1.3 DDM shall ensure that each part of the Load Ticket is distributed to entities identified by the County Contract Administrator. County may, in the County Contract Administrator's sole discretion, use an electronic ticket system.

2.1.4 DDM shall provide periodic user reports to Government Entity.

2.2 All Services offered to the Government Entity by the County shall be at sites that have been previously approved or are currently in the approval process by all applicable regulatory agencies.

2.3 The County Contract Administrator may, in his or her sole discretion, withdraw all or any part of Services by providing Government Entity with at least fourteen (14) days' written notice. In addition, the County Contract Administrator may, in his or her sole discretion, determine the manner in which any Services are provided to Government Entity, including

but not limited to, the selection of TDMS locations, and the hours of operation for TDMS locations.

2.4 The Government Entity shall reimburse County for all costs and Services provided. County will not be liable for its failure or refusal to render or provide Services under this Agreement.

2.5 Government Entity shall comply with the following provisions.

2.5.1 Government Entity shall ensure all trucks are premeasured and that placards are affixed to trucks noting prime contractor and truck capacity (in cubic yards). County may, in the sole discretion of the County Contract Administrator, verify cubic yardage capacity for any reason.

2.5.2 Government Entity shall provide truck certification sheets for any vehicle bringing debris to a TDMS.

2.5.3 Government Entity shall order a sufficient supply of Load Tickets, and ensure that Government Entity's and Government Entity's contractors' trucks arrive with the Load Tickets initialed in the field (pick-up location) by the Government Entity field monitor, or follow other load recordation processes approved in writing by the County Contract Administrator.

If Government Entity fails to comply with any of the following provisions, the County Contract Administrator, in his or her sole discretion, may refuse to provide any or all Services to Government Entity.

2.6 If the Agreement is executed by the Parties on or before April 30, 2018, County shall make Services available to Government Entity starting on June 1, 2018. For each calendar year thereafter, if the Parties execute the Agreement on or before March 31st, County shall make Services available to Government Entity starting on June 1st of the applicable calendar year. If the Agreement is executed by the Parties between March 31st and December 31st of any calendar year after 2018, the County shall make Services available to Government Entity starting on June 1st of the following calendar year, and each calendar year thereafter during this Agreement.

2.7 The County Contract Administrator and the Government Entity Contract Administrator shall coordinate and communicate with each other and manage and supervise execution and completion of the Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the County Contract Administrator on behalf of the County or the Government Entity Contract Administrator on behalf of the Government Entity.

ARTICLE 3. COMPENSATION

3.1 County shall invoice Government Entity for the proportionate share of the cost for Services and for the proportionate share of the cost for associated Debris Management

Center staff time. County shall calculate a proportionate share of costs based on the volume of debris delivered by or on behalf of the Government Entity to the TDMS.

3.2 Government Entity shall pay County its full costs for Services and for its proportionate share of associated Debris Management Center staff time on or before the thirtieth day after receipt of invoice from the County.

3.3 County Contract Administrator may assign work to any one or more of multiple contractors for disaster debris management services, each with its own compensation structure based on a separate agreement between County and the particular disaster debris management service contractor. Government Entity shall pay County the costs of whichever contractor County has assigned work to, at County Contract Administrator's sole discretion. County shall assess costs based on the Governmental Entity's proportional use of the TDMS and/or the Services.

3.4 Government Entity must pay County for all costs under this Agreement regardless of whether such costs are deemed reimbursable by state or federal agencies.

3.5 Government Entity shall deliver the payment to County at:

Broward County Solid Waste and Recycling Services
1 North University Drive, Suite 400
Plantation, Florida 33324

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall start on the date it is fully executed by the Parties and shall end on November 30, 2022 ("Initial Term"), unless sooner terminated as provided herein. Thereafter, the Parties may, upon mutual written consent of the County Contract Administrator and the Government Entity, renew the Agreement with the same conditions for two additional five-year terms.

4.2 This Agreement may be unilaterally terminated by either party, with or without cause, provided that at least fourteen (14) days' written notice of such termination is given to the other party pursuant to Article 8.5 of this Agreement.

ARTICLE 5. GOVERNMENTAL IMMUNITY

Government Entity and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6. INSURANCE

Government Entity and County are governmental entities subject to the limitations of Section 768.28, Florida Statutes. Government Entity and County shall institute and

maintain a fiscally sound and prudent risk management program with regard to its respective obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

ARTICLE 7. EEO COMPLIANCE

7.1 No party to this Agreement may discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. The Parties shall include the foregoing or similar language in their contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure by either party to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the other party deems appropriate.

7.2 The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

7.3 By execution of this Agreement, each party represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). Each party hereby materially relies on such representation by the other party in entering into this Agreement. An untrue representation of the foregoing shall entitle the aggrieved party to terminate this Agreement and such other remedy as the aggrieved party deems appropriate.

ARTICLE 8. MISCELLANEOUS

8.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the party that created same and will be available to the other party for inspection or use at no cost; provided that nothing herein shall prevent or restrict the owner of the documents from lawfully destroying or lawfully disposing of any such documents.

8.2 Audit Rights and Retention of Records. Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. Government Entity and County shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder.

The Parties shall preserve and, upon request, make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not

applicable, for a minimum period of three (3) years after the document or record came into existence. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

8.3 Independent Contractor. Government Entity and County are independent contractors under this Agreement. Services provided by Government Entity pursuant to this Agreement shall be subject to the supervision of Government Entity and Services provided by County, pursuant to this Agreement, shall be subject to the supervision of County. In providing such Services, Government Entity, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of County, and County, its officers, employees, or agents are not authorized to and shall not act as officers, employees, or agents of Government Entity. This Agreement shall not constitute or make the Parties a partnership or joint venture.

8.4 Third Party Beneficiaries. Neither Government Entity nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.5 Notices. All notices to be given hereunder shall be in writing, and may be given by United States Mail, postage prepaid, return receipt requested, by commercial express carrier with acknowledgement of delivery, or by hand delivery, addressed to the party to be notified at the last place specified with a simultaneous copy sent via electronic mail. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following as the respective places for giving of notice:

FOR COUNTY:

County Administrator
Governmental Center, Suite 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email: bhenry@broward.org

With a copy to:

Director, Solid Waste and Recycling Services
One North University Drive, Suite 400
Plantation, Florida 33324
Email: jturpin@broward.org

FOR GOVERNMENT ENTITY:

Richard Michaud, Director of Public Works
9551 W Sample Road
Coral Springs, FL 33065

8.6 Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party.

8.7 Conflicts. Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

8.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Either Government Entity's or County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.9 Compliance with Laws. Government Entity and County shall each comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10 Severability. If any part of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of the Agreement shall remain in full force and effect.

8.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

8.12 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, GOVERNMENT ENTITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.13 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with

the same or similar formality as this Agreement and executed by the County and Government Entity.

8.14 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding the subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.15 Payable Interest

8.15.1 Payment of Interest. County shall not be liable to pay any interest to Government Entity for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Government Entity waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement. This subsection shall not apply to any claim for interest, including for postjudgment interest, if such application would be contrary to applicable law.

8.15.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the fullest extent permissible under applicable law, .025% (one quarter of one percent) simple interest (uncompounded).

8.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

8.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.18 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its County Administrator authorized to execute same, by Board action, on the 20th day of March, 2018, and Coral Springs, signing by and through its authorized signatory, duly authorized to execute same.

WITNESSES:

Susan Seferian
SUSAN SEFERIAN
Jodi Gardner
JODI GARDNER

COUNTY
By: Bertha Henry
Bertha Henry, County Administrator
5/3/18

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of the County Attorney
for Broward County, Florida
Andrew J. Meyers, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: Chunall 05/03/18
(Date)

By: Angela F. Benjamin 5/3/18
Angela F. Benjamin (Date)
Senior Assistant County Attorney



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
CORAL SPRINGS FOR USE OF BROWARD COUNTY TEMPORARY
DEBRIS MANAGEMENT SITES AND RELATED SERVICES

ATTEST:

Dana Thomas
City Clerk or Authority

By: [Signature]
Mayor

Dated: 18th day of April, 2018

APPROVED AS TO LEGAL FORM:

Sherry Whitacre
Governmental Entity Attorney

Dated: _____

03/09/18 Alternative ILA for TDMS Services form
AB/doc. # 272880



Letter of Transmittal

Public Works Department

SOLID WASTE AND RECYCLING SERVICES

1 N. University Drive, Suite 400 • Plantation, Florida 33324 • 954-765-4999 • FAX 954-577-2391

May 8, 2018

VIA FedEx: 772182509274

To: City of Coral Springs
Attn: Rich Michaud
Director of Public Works
9551 W Sample Road
Coral Springs, FL 33065

From: Eliner Knight
Solid Waste and Recycling Services
One N University Drive, Suite 400
Plantation, FL 33324

Hi, Rich,

Enclosed please find two fully-executed originals of the Interlocal Agreement between Broward County and the **City of Coral Springs** for:

- **Use of Temporary Debris Management Sites and Other Related Services**

Please contact me if I may be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Elin".

Eliner Knight
Administrative Specialist
954-474-1849
eknight@broward.org

Summary Sheet

Agenda Item: 23.

Meeting Date: January 11,
2023

Subject: Professional Water, Wastewater, and Environmental Engineering Services (John Norris)

Requested Action: Request to amend the contract for Professional Water, Wastewater, and Environmental Engineering Services, LOI #20-B-063 to **CHA Consulting, Inc.** of Albany, New York formerly known as **Eckler Engineering, Inc.** Coral Springs, Florida from January 11, 2023 through June 16, 2025. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High-Performing, and Sustainable Organization. (REQUEST TO AMEND)

Funding Source: Approved Capital Budget

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)
[#1 - Agreement with CHA Consulting, Inc..pdf](#)

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Miguel Machuca
DOC ID: 1156

SUBJECT: Professional Water, Wastewater, and Environmental Engineering Services (John Norris)

PLACEMENT: Policy

REQUESTED ACTION: Request to amend the contract for Professional Water, Wastewater, and Environmental Engineering Services, LOI #20-B-063 to **CHA Consulting, Inc.** of Albany, New York formerly known as **Eckler Engineering, Inc.** Coral Springs, Florida from January 11, 2023 through June 16, 2025. Funding Source: Approved Capital Budget. Strategic Goal: An Innovative, High-Performing, and Sustainable Organization. (REQUEST TO AMEND)
(INCLUDE CONTRACT START/TERM DATES)

PROJECT REVIEWED BY CIP
OR INCLUDED IN:

ATTACHMENTS: #1 – Agreement with CHA Consulting, Inc.

BACKGROUND / DESCRIPTION:

On July 15, 2020 the City Commission awarded a contract to Eckler Engineering, Inc. to provide the City with Professional Water, Wastewater, and Environmental Services. A Letter of Interest was competitively solicited on January 22, 2020 following the State of Florida Consultant's Competitive Negotiation Act (CCNA – Florida Statute 287.055) and three (3) proposals were received. The three (3) firms were given an opportunity to present to the Evaluation Committee and Eckler Engineering, Inc. was selected as the top choice.

On November 30, 2022 a letter was received informing the City that Eckler Engineering, Inc. had been acquired by CHA Consulting, Inc. CHA Consulting, Inc. has agreed to continue fulfilling the contract obligations that Eckler Engineering, Inc was providing to the City for Water, Wastewater, and Environmental Engineering Services.

The Public Works Department and the Purchasing Division staff recommend amending the contract for Professional Water, Wastewater, and Environmental Engineering Services to CHA Consulting, Inc. of Albany, New York from January 11, 2023 through June 16, 2025.

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
CHA CONSULTING, INC. FOR PROFESSIONAL WATER, WASTEWATER, AND
ENVIRONMENTAL ENGINEERING SERVICES**

THIS AMENDMENT, made and entered into this ____ day of _____, 20**23**
(hereinafter "Effective Date"), by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

CHA CONSULTING, INC.

a foreign profit corporation
575 Broadway
Albany, New York 12207
(hereinafter referred to as "CORPORATION")

WHEREAS, on July 15, 2020 CITY entered into an Agreement with Eckler Engineering, Inc. to provide for Professional Water, Wastewater, and Environmental Engineering Services; and

WHEREAS, on October 28, 2022, Eckler Engineering, Inc. was acquired by CORPORATION; and

WHEREAS, the parties are desirous of entering into this Amendment to reflect the acquisition;

NOW, THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CORPORATION for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

The above recitals are acknowledged and incorporated herein.

SECTION 2. The Agreement, as amended, shall be between the City of Coral Springs and CHA Consulting, Inc.

SECTION 3. Section 11 of the Agreement shall hereby be replaced in its entirety to read as follows:

RECORDS AND AUDIT

CITY reserves the right to audit the records of CORPORATION relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CORPORATION shall agree to submit to an audit by an independent certified public accountant selected by CITY. CORPORATION shall allow CITY to inspect, examine and review the records of CORPORATION at any and all times during normal business hours during the term of this Agreement.

IF CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CORPORATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CORPORATION understands, acknowledges and agrees that CORPORATION shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CORPORATION does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CORPORATION or keep and maintain public records required by CITY to perform the service. If CORPORATION transfers all public records to CITY upon completion of the contract, CORPORATION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CORPORATION keeps and maintains public records upon completion of the contract, CORPORATION shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

NONCOMPLIANCE OF CORPORATION

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CORPORATION of the request, and CORPORATION must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CORPORATION does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CORPORATION fails to provide the public records to CITY within a reasonable time, CORPORATION may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CORPORATION to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CORPORATION the reasonable costs of enforcement.

SECTION 4. Section 20 of the Agreement shall hereby be replaced in its entirety to read as follows:

FORCE MAJEURE AND APPROPRIATION

20.01 In no event shall the CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of the CITY; it being understood that the CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

20.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 5. Section 30 of the Agreement shall hereby be replaced in its entirety to read as follows:

NOTICES:

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1104
Email: gdixon@coralsprings.gov

Copy to: John Norris, Director of Public Works
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1166
Email: jnorris@coralsprings.gov

CORPORATION: CHA Consulting, Inc.
575 Broadway
Albany, New York 12207

SECTION 6. Section 31 of the Agreement shall hereby be created to read as follows:

CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 7. Section 32 of the Agreement shall hereby be created to read as follows:

ATTORNEYS FEES AND COSTS

In any legal action between CORPORATION and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 8. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

SECTION 9. **SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 10. This Amendment shall become effective upon execution by City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and CHA CONSULTING, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Christina Gomez

Christina Gomez (Dec 21, 2022 14:01 EST)

Christina M. Gomez, Assistant City Attorney

CHA CONSULTING, INC.

By: Michael Platt
Michael Platt (Dec 21, 2022 11:40 EST)

Print Name: Michael Platt

Title: Exec. VP/ General Counsel



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
CHA CONSULTING, INC.

Cross Reference Name

CHA CONSULTING, INC.

Filing Information

Document Number	F08000004937
FEI/EIN Number	16-0966259
Date Filed	11/17/2008
State	NY
Status	ACTIVE
Last Event	DROPPING DBA
Event Date Filed	04/06/2021
Event Effective Date	NONE

Principal Address

575 Broadway
ALBANY, NY 12207

Changed: 02/23/2015

Mailing Address

575 Broadway
ALBANY, NY 12207

Changed: 02/23/2015

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Officer/Director Detail

Name & Address

Title CEO

CARROLL, MICHAEL D
575 BROADWAY
ALBANY, NY 12207

Title CFO

BERNARDO, DOM M
3 WINNERS CIRCLE
ALBANY, NY 12205

Title Secretary, General Counsel

PLATT, MICHAELA
3 WINNERS CIRCLE
ALBANY, NY 12205

Title AS

TITSWORTH, THOMAS DESQ
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Title President

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Annual Reports

Report Year	Filed Date
2020	01/22/2020
2021	01/18/2021
2022	01/10/2022

Document Images

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02/28/2017 -- ANNUAL REPORT	View image in PDF format
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01/31/2013 -- ANNUAL REPORT	View image in PDF format
02/17/2012 -- Amendment	View image in PDF format
01/30/2012 -- ANNUAL REPORT	View image in PDF format
04/12/2011 -- FEI# CHANGED	View image in PDF format
03/04/2011 -- ANNUAL REPORT	View image in PDF format

12/28/2010 -- Name Change	View image in PDF format
03/05/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
12/18/2008 -- Amendment	View image in PDF format
11/17/2008 -- Off/Dir Resignation	View image in PDF format
11/17/2008 -- Off/Dir Resignation	View image in PDF format
11/17/2008 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

Agreement with CHA Consulting, Inc.

Final Audit Report

2022-12-21

Created:	2022-12-21
By:	Miguel Machuca (mmachuca@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnMC03JvqcHe_WBEbQbD-Ud0PRXSiwOje

"Agreement with CHA Consulting, Inc." History

-  Document created by Miguel Machuca (mmachuca@coralsprings.org)
2022-12-21 - 4:20:37 PM GMT- IP address: 24.233.167.201
-  Document emailed to Michael Platt (mplatt@chacompanies.com) for signature
2022-12-21 - 4:24:15 PM GMT
-  Email viewed by Michael Platt (mplatt@chacompanies.com)
2022-12-21 - 4:40:11 PM GMT- IP address: 104.47.55.126
-  Document e-signed by Michael Platt (mplatt@chacompanies.com)
Signature Date: 2022-12-21 - 4:40:37 PM GMT - Time Source: server- IP address: 108.44.46.138
-  Document emailed to cgomez@coralsprings.gov for signature
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-  Email viewed by cgomez@coralsprings.gov
2022-12-21 - 7:01:15 PM GMT- IP address: 24.233.167.201
-  Signer cgomez@coralsprings.gov entered name at signing as Christina Gomez
2022-12-21 - 7:01:36 PM GMT- IP address: 24.233.167.201
-  Document e-signed by Christina Gomez (cgomez@coralsprings.gov)
Signature Date: 2022-12-21 - 7:01:38 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.
2022-12-21 - 7:01:38 PM GMT

Summary Sheet

Agenda Item: 24.

Meeting Date: January 11,
2023

Subject: Outdoor Cabinets for Automated External Defibrillators (AED), Stop the Bleed Kits, and Monitoring Service (Chief McNally)

Requested Action:

Request to award the contract for Outdoor Cabinets for Automated External Defibrillators (AED) and Stop the Bleed Kits and Monitoring Service for the Cabinets, Bid No. 22-G-298F, to **The Power to Save A Life, Inc., d/b/a Advocates For Health** of Sartell, Minnesota in the amount of \$175,500. Request to authorize the Purchasing Manager to approve Change Orders that are within the designated procurement authority up to \$45,000. Funding Source: American Rescue Plan Act (ARPA). Strategic Goal: An Innovative, High Performing, and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE)

Funding Source: ARPA

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)
[Tabulation](#)
[City Parks Lifesaving](#)

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Yasmin Teja
DOC ID: 1149

SUBJECT: Outdoor Cabinets for Automated External Defibrillators (AED),
Stop the Bleed Kits, and Monitoring Service (Chief McNally)

PLACEMENT: Policy

REQUESTED ACTION: Request to award the contract for Outdoor Cabinets for
(INCLUDE CONTRACT Automated External Defibrillators (AED) and Stop the Bleed Kits
START/TERM DATES) and Monitoring Service for the Cabinets, Bid No. 22-G-298F, to
The Power to Save A Life, Inc., d/b/a Advocates For Health of
Sartell, Minnesota in the amount of \$175,500. Request to
authorize the Purchasing Manager to approve Change Orders that
are within the designated procurement authority up to \$45,000.
Funding Source: American Rescue Plan Act (ARPA). Strategic
Goal: An Innovative, High Performing, and Sustainable
Organization. (REQUEST TO AWARD, AUTHORIZE)

ATTACHMENTS: #1 – Bid Tabulation

BACKGROUND / DESCRIPTION:

The Fire Department's Capital Improvement Program includes the installation of smart outdoor cabinets for AEDs, Stop the Bleed Kits, and monitoring service of the cabinets at Betti Stradling Park, Cypress Park, Cypress Hammock Park, Kiwanis Park, Mullins Park, North Community Park, Riverside Park, Sportsplex Park, Dr. Paul's Dog Park, and City Hall.

Placing smart outdoor AED monitored cabinets at various City locations, will make them available in an emergency at any time of the day to a bystander until medical help arrives. Statistics show that early intervention with CPR and the use of an AED during a sudden cardiac arrest is critical in survival rates. Incorporating Stop the Bleed Kits into these cabinets will give more tools to the public to aid during an emergency. The outdoor cabinet's destination will be accessible by foot within 90 seconds of any location within the park. The cabinets will be solar powered or hard-wired electric on corrosion resistant pedestals as needed by their location within each park. All cabinets will be able to communicate via a multi-carrier SIM card that offers connectivity to multiple networks to the strongest signal available at that time. This will ensure vital information is communicated in a timely manner. The monitoring plan includes emergency notification, annual maintenance of GPS tracking, replacement of pads and batteries, and annual cleaning.

A formal bid package was prepared, solicited, and a single bid was received. Upon request, the vendor offered an additional cost savings of \$10,800 for the outdoor cabinets and the monitoring plan.

The Fire Department, the Parks and Recreation Department and the Purchasing Division staff recommend awarding the Outdoor Cabinets for Automated External Defibrillators (AED), Stop the Bleed Kits, and monitoring service for the Cabinets to The Power to Save A Life, Inc., d/b/a Advocates For Health of Sartell, Minnesota in the amount of \$175,500 and authorize the Purchasing Manager to approve Change Orders that are within the designated procurement authority up to \$45,000.

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: January 11, 2023**

Subject: Outdoor Cabinets for Automated External Defibrillators (AED), Stop the Bleed Kits, and Monitoring Service

Tabulation**Bid Number 22-G-298F****Outdoor Cabinets for Automated External Defibrillators (AED) and Stop the Bleed Kits and Monitoring Service for the Cabinets****Vendor****The Power To Save A Life, Inc. dba****Advocates for Health****4067 Pine Point Road, Sartell, MN 56377****Group 1**

Item No.	Description	Type	Quantity	Unit Price	Total Price
1	Outdoor Cabinets in accordance with Specifications and Requirements.	WE= Wall Mount Electric	16	\$5,550	\$88,800
2	Outdoor Cabinets in accordance with Specifications and Requirements	PE= Pedestal Electric	6	\$5,550	\$33,300
3	Outdoor Cabinets in accordance with Specifications and Requirements	PS= Pedestal Solar	8	\$6,675	\$53,400
4	Outdoor Cabinets in accordance with Specifications and Requirements	Pole Mount Electric	0	\$0	\$0
	Total Quantity		30		
	Total Group 1 (Items 1 thru 4)				\$175,500

Item 5

Item No.	Description	No. of Units	Term	Unit Price per Month for One (1)	Total Price
5	Program Monitoring Plan. Provide monitoring, inspection, testing, certification services and maintenance and repair services for the Cabinet system and parts as per Specifications and Requirements.	30	24	\$47.50	\$34,200

	Optional:	Year	Per Month per Unit
	Monthly Monitoring Support	Third Year	\$47.50
	Monthly Monitoring Support	Fourth Year	\$47.50
	Monthly Monitoring Support	Fifth Year	\$47.50
	Monthly Monitoring Support	Sixth Year	\$47.50

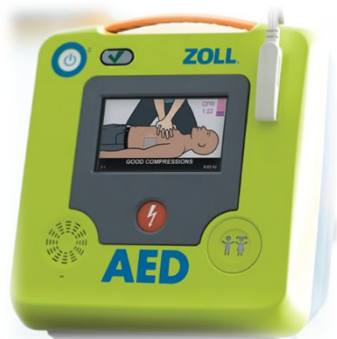
Savings \$10,800

Lifesaving Equipment in the Parks

Provide the community with access to lifesaving equipment in various City Parks and outside City Hall



Lifesaving Equipment



Automated External Defibrillators (AED)
Stop the Bleed Kits (STB)



Why

350,000 cardiac arrests occur outside of the hospital each year in the U.S.

- The combination of CPR and early defibrillation is effective in saving lives when used in the first few minutes
- 9 out of 10 cardiac arrest victims who receive a shock from an AED in the first minute survive, according to the American Heart Association (AHA).
- Important – An AED will not provide an electrical shock (defibrillation) to a patient if their heart rhythm doesn't indicate the need for it.



Why

Life-threatening bleeding injuries can happen anywhere

- Bystanders can be an immediate responder
- The ABC's of Bleeding
 - Alert – Call 9-1-1
 - Bleeding – Find the bleeding injury
 - Compress – Apply pressure to stop the wound or apply a tourniquet if applicable

each Individual Bleeding Control Kit contains



Planning Team

Fire Department

Parks and Recreation

Financial Services

City Attorney's Office

Information Technology

Public Works

Emergency Management

Communications and Marketing

Budget & Sustainability



Locations

- Bette Stradling Park – 10301 Wiles Road
- City Hall – 9500 W. Sample Road
- Cypress Hammock Park – 1300 Coral Springs Drive
- Cypress Park – 1301 Coral Springs Drive
- Dr. Paul's Dog Park – 2915 Sportsplex Drive
- Kiwanis Park – 520 Ramblewood Drive
- Mullins Park – 10000 NW 29th St.(Ben Geiger Drive)
- North Community Park – 5601 Coral Springs Drive
- Riverside Park – 205 Coral Ridge Drive
- Sportsplex Park – 2800 Sportsplex Drive



AED/STB Cabinet & Pedestals

- AED/STB Cabinets – SIM Card

- Infra-red lens to take pictures upon opening the cabinet with automatic notification
- Additional pictures and notification if AED is removed
- Emergency call button
- Audible alarm triggered, visual lights

CLOSE-UP VIEWS



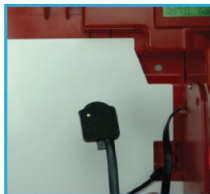
Ventilation fan and convector heating device



Infra-red lens taking pictures upon the opening of the cabinet and removal of the AED



Call button to activate GDM hands free telephone module.



Sensor monitoring the presence of the AED and controlling the temperature



LCD screen displaying general status or incidents



AED/STB Cabinet & Pedestals

- Monitoring Plan – Five (5) years
 - Emergency Notification
 - Annual maintenance
 - GPS tracking
 - Monitors presence of AED
 - Monitors temperature of cabinet
- Stainless Steel Pedestal
 - Illuminated AED sign
- Powered with battery backup
 - Hardwired
 - Solar



Cabinet Locations

Location Determination

- American Heart Association recommended three (3) minute travel distance
 - 90 seconds from incident to Cabinet
 - 90 seconds from Cabinet to incident
 - Average Jogging Speed – 5 mph
 - GIS – Mapped Each Site based on this recommendation
- Setup and Power determination
- Directional Arrows throughout Park leading to closest Cabinet



Bette Stradling Park

10301 Wiles Road

- Two (2) Wall mounts with hardwired electric
- One (1) Pedestal mount with solar power



City Hall

9500 W. Sample Road

- Two (2) Pedestal mounts with hardwired electric



Cypress Hammock Park

1300 Coral Springs Drive

- Two (2) Pedestal mounts with hardwired electric



Cypress Park

1301 Coral Springs Drive

- Three (3) Wall mounts with hardwired electric
- Two (2) Pedestal mount with hardwired electric



Dr. Paul's Dog Park

2915 Sportsplex Drive

- One (1) Wall mount with hardwired electric



Legend

AED
PE
PS
WE

AED Zone
1
2
3

Aerial Photo of:
Dr. Pauls Dog Park
AED Location

125 62.5 0 125 250 375 500
Feet



Kiwanis Park

520 Ramblewood Drive

- Two (2) Pedestal mounts with solar power



AED Zone
1
2

AED
PE
PS
WE

Aerial Photo of:
Kiwanis Park
AED Location

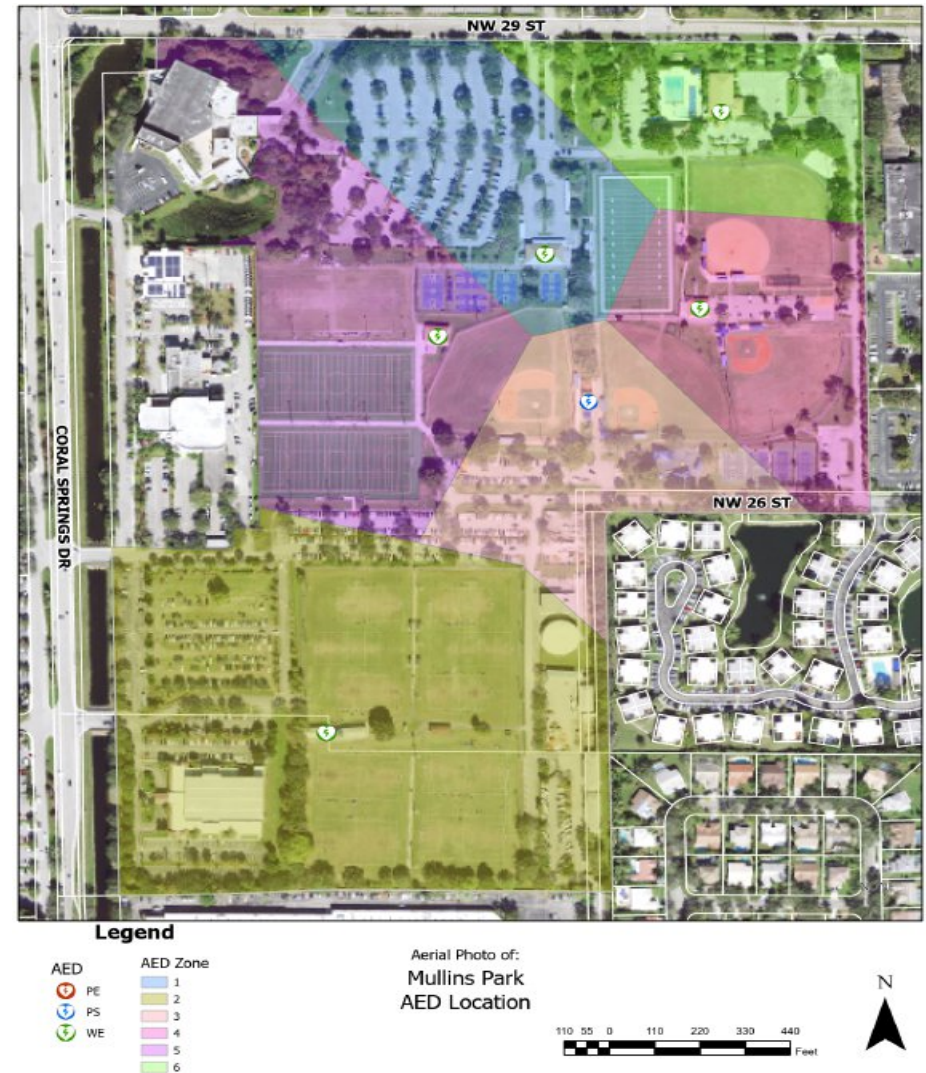
50 25 0 50 100 150 200
Feet



Mullins Park

10000 NW 29th St

- Five (5) Wall mounts with hardwired electric
- One (1) Pedestal mount with solar power



North Community Park

5601 Coral Springs Drive

- Two (2) Wall mounts with hardwired electric
- Two (2) Pedestal mount with solar power



Riverside Park

205 Coral Ridge Drive

- Two (2) Pedestal mounts with solar power
- One (1) Wall mount with hardwired electric



Sportsplex Park

2800 Sportsplex Drive

- Two (2) Wall mounts with hardwired electric



Legend

AED
PE
PS
WE

AED Zone
1
2
3

Aerial Photo of:
Sportsplex Park
AED Location

125 62.5 0 125 250 375 500
Feet



Community Engagement

- Each AED's location will be registered with PulsePoint.
- When a call for CPR is received by Dispatch, anyone with the PulsePoint free app within a designated radius can be notified that CPR is needed. The location of the closest AED will be shown on a map on their phone.



Community Engagement

- FREE AED Awareness level and STOP the Bleed training hosted at each site prior to go live date
 - Focus of National Stop the Bleed Day Community Event
 - Focus of First Aid/ED/CPR Awareness Month June Community Event
- Training on same AED device (Trainer model)
- Conducted by Community Risk Reduction (CRR) and Coral Springs Regional Institute of Public Safety (CSRIPS)
- Additional Certification available through CSRIPS at a cost if requested
- Free Resources: www.coralsprings.gov/savealife



Timeline

Estimated Timeframe for Implementation



ZOLL AED 3

Estimated Delivery
May-June 2023



Pedestals/Cabinets

Receive 45 days
from contract
execution.
Installation June 1st



Operational

Go live date of July
1, 2023, contingent
upon delivery of
products

Questions



Summary Sheet

Agenda Item: 25.

Meeting Date: January 11,
2023

Subject:

Public Safety Medical Supplies, Equipment and Monitors (Chief McNally)

Requested Action:

Request to award the contract for Public Safety Medical Supplies, Equipment and Monitors utilizing National Purchasing Partners Government Division (NPPGov) Contract No. PS20200 to **Zoll Medical Corporation** of Chelmsford, Massachusetts from January 11, 2023 through March 25, 2023 with an option to renew for three additional one-year terms and authorize the Purchasing Manager to execute and approve all renewals. The expenditure for this purchase is \$75,000. Funding Source: American Rescue Plan Act (ARPA). Strategic An Innovative, High Performing and Sustainable Organization. (REQUEST TO AWARD, AUTHORIZE RENEWALS)

Funding Source: ARPA

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: January 11, 2022
Department: Financial Services
Initiated By: Yasmin Teja
DOC ID:1153

<u>SUBJECT:</u>	Public Safety Medical Supplies, Equipment and Monitors (Chief McNally)
<u>PLACEMENT:</u>	Policy
<u>REQUESTED ACTION:</u> <u>(INCLUDE CONTRACT</u> <u>START/TERM DATES)</u>	Request to award the contract for Public Safety Medical Supplies, Equipment and Monitors utilizing National Purchasing Partners Government Division (NPPGov) Contract No. PS20200 to Zoll Medical Corporation of Chelmsford, Massachusetts from January 11, 2023 through March 25, 2023 with an option to renew for three additional one-year terms and authorize the Purchasing Manager to execute and approve all renewals. The expenditure for this purchase is \$75,000. Funding Source: American Rescue Plan Act (ARPA). Strategic An Innovative, High Performing and Sustainable Organization (REQUEST TO AWARD, AUTHORIZE RENEWALS)

BACKGROUND / DESCRIPTION:

The Fire Department is seeking to utilize National Purchasing Partners and its Government Division (NPPGov) Contract No. PS20200 to purchase Zoll Automated External Defibrillators (AEDs) and Related Accessories. NPPGov is a national cooperative procurement organization that provides publicly solicited contracts to government entities nationwide, through cooperative purchasing in which quantities of the same item are combined to achieve economies of scale through volume discount pricing.

This contract was competitively solicited by the League of Oregon Cities serving as lead agency, Request for Proposal (RFP) No. 1935 for Public Safety Medical Supplies, Equipment and Monitors was awarded to eight (8) vendors on March 5, 2020, including Zoll Medical Corporation, who provided a discount off published list prices.

The Fire Department's Capital Improvement Program includes the purchase of automated external defibrillators and accessories. This request is for the thirty-two (32) Zoll AED 3's and two (2) Zoll AED 3 training devices. The innovative, intuitive design and enhanced features of the Zoll AED 3 defibrillator provides real-time feedback to guide rescuers in delivering high-quality CPR to treat sudden cardiac arrest (SCA). The universal design of the CPR electrodes gives rescuers a single, versatile solution for both adult and pediatric victims of SCA. This request will also provide PlusTrac Professional AED program solution for online management and support for five (5) years for each device.

These AED's will be placed in the cabinets that are on Agenda for January 11, 2023, Doc ID 1149 and will be utilized in nine (9) City parks and the exterior of the Municipal Complex.

The Fire Department and the Purchasing Division staff recommend the utilization of the NPPGov Contract No. PS20200 for Public Safety Medical Supplies, Equipment and Monitors

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: January 11, 2023**

Subject: Public Safety Medical Supplies, Equipment and Monitors

from January 11, 2023 through March 25, 2023 with an option to renew for three additional one-year terms and authorize the Purchasing Manager to execute and approve all renewals. The first-year expenditure is \$75,000.

Summary Sheet

Agenda Item: 26.

Meeting Date: January 11,
2023

Subject: Comprehensive Health Benefits Program (Kathy Reul)

Requested Action: Request to renew RFP #19-D-057 to **Evernorth Behavioral Health Inc.** of Bloomington, Minnesota for EAP Services retroactive from January 1, 2023, through December 31, 2024. The estimated yearly expenditure is \$37,573; and

Request to renew RFP #19-D-057 to **Humana Insurance Company** of Louisville, Kentucky for Vision Services retroactive from January 1, 2023, through December 31, 2024 at an estimated yearly expenditure of \$96,324; and

Request to renew RFP #19-D-057 to **CIGNA Health and Life Insurance Company** of Bloomfield, Connecticut for Administrative Services retroactive from January 1, 2023, through December 31, 2024. The estimated yearly expenditure is \$465,837; and

Request to renew RFP #19-D-057 to **CIGNA Dental Health Inc.** of Sunrise, Florida for Dental Services retroactive from January 1, 2023, through December 31, 2024. The estimated yearly expenditure is \$82,608. Funding Source: Approved Operating Budget Strategic Goal: An Innovative High Performing Sustainable Organization (REQUEST TO RENEW)

Funding Source: Approved Operating Budget

Term Or Effective Date: January 1, 2023, through December 31, 2024

Placement: Policy Formation and Direction

Attachments: [Summary Sheet](#)
[Evernorth EAP Services Amendment](#)
[Humana Vision Services Amendment](#)
[CIGNA ASO Amendment](#)
[CIGNA Dental Services Renewal Letter](#)

Background / Description: Comprehensive Health Services are exempt from the City's Procurement Code under Section 2.305.1(4)f, but the City has issued a Request for Proposal (RFP) when the marketplace offers significant reductions or enhanced services. The last time an RFP had been solicited for these services was in 2019. Staff determined it was time to check the marketplace to ensure the City was receiving the best benefits plan at the lowest possible price. The solicited RFP resulted in a 1.1-million-dollar savings for the City.

These contracts have been in place for the past three years and have an option to renew for two additional two-year renewals. The City's benefits consultant, HUB International, approached our incumbent carriers to negotiate pricing, benefits and services for the two-year renewal option period with the following results:

CIGNA

Self-Insured Medical (HMO, PPO and HRA) and Administrative Services Agreement
Under this agreement Cigna provides the City with the following administrative services:

- Calculation of benefits and check preparation
- Enrollment forms, claim forms, and ID cards
- Access to toll-free customer telephone numbers
- Explanation of Benefits (EOB) vouchers where appropriate
- Access to HMO, HRA, and PPO contracted providers
- Administration of direct contracts with providers
- On-line reports

Medical Renewal Highlights

- Increased Medical Administration fees by 2% for 2023 and 0% for 2024 (+\$8,978 Increase for 2023)
- Enhanced Pharmacy Rebate and Discounts with an estimated savings of \$239,000 annually
- Increased annual Wellness allowance from \$150,000 to \$175,000 (all contract years)
- Includes on-site health coach provided by Cigna at 40 hours per week
- Continued \$60,000 per year audit allowance (all contract years)
- Increase communications allowance from \$10,000 to \$20,000 per year (all contract years)

Dental

- Self Insured PPO Administration Fee received a +1.7% increase (+\$456 Annual)
- Fully Insured DHMO Premium received a rate pass for two years
- Includes a two-year rate guarantee for PPO Administration
- Includes a one-year rate guarantee for DHMO, with 9% rate cap in year two

HRA and FSA

- Administrative fees for the HRA and FSA renewed at no increase
- Includes a two-year pricing guarantee for administrative fees

Employee Assistance Program (EAP)

- No rate change for the EAP program
- Rates remain in a pricing guarantee period for two more years

Humana Vision

- Premiums received a rate pass for two years
- Includes a two-year rate guarantee with 3% rate cap in year three

Total premiums and administrative expenses will increase 1.4% or \$9,434 for the renewal. This increase in expense will be offset by \$239,000 of projected savings from rebate sharing and discount enhancements to the City's pharmacy contract with Cigna. Total Net Savings resulting from the renewal process totaled \$229,566.

The Human Resources Department and the Purchasing Division staff recommend the renewal of the EAP Services Contract with Evernorth Behavioral Health Inc of Bloomington, Minnesota retroactive from January 1, 2023, through December 31, 2024, for an estimated annual expenditure of \$37,573. Renew the Vision Services contract with Humana Insurance Company of Louisville, Kentucky retroactive from January 1, 2023, through December 31, 2024, for an estimated annual expenditure of \$96,324. Renew the Administrative Services Contract with CIGNA Health and Life Insurance Company of Bloomfield, Connecticut retroactive from January 1, 2023, through December 31, 2024 for an estimated annual expenditure of \$465,837. Renew the Dental Services contract with CIGNA Dental Health Inc of Sunrise, Florida retroactive from January 1, 2023, through December 31, 2024, for an estimated annual expenditure of \$82,608.

Presenting: Kathy Reul

**City of Coral Springs
City Commission Meeting Agenda Item**

Meeting: January 11, 2023
Department: Financial Services
Initiated By: Gail Dixon

Summary Sheet

DOC ID: 1159

SUBJECT: Comprehensive Health Benefits Program (Kathy Reul)

PLACEMENT: Policy

REQUESTED ACTION: Request to renew RFP #19-D-057 to **Evernorth Behavioral Health Inc.** of Bloomington, Minnesota for EAP Services retroactive from January 1, 2023 through December 31, 2024. The estimated yearly expenditure is \$37,573.

(INCLUDE CONTRACT START/TERM DATES)

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Request to renew RFP #19-D-057 to **CIGNA Dental Health Inc.** of Sunrise, Florida for Dental Services retroactive from January 1, 2023 through December 31, 2024. The estimated yearly expenditure is \$82,608. solicited Funding Source: Approved Operating Budget Strategic Goal: An Innovative High Performing Sustainable Organization (REQUEST TO RENEW)

ATTACHMENTS:

1. Evernorth EAP Services Amendment
2. Humana Vision Services Amendment
3. CIGNA ASO Amendment
4. CIGNA Dental Services Renewal Letter

BACKGROUND / DESCRIPTION:

Comprehensive Health Services are exempt from the City's Procurement Code under Section 2.305.1(4)f, but the City has issued a Request for Proposal (RFP) when the marketplace offers significant reductions or enhanced services. The last time an RFP had been solicited for these services was in 2019. Staff determined it was time to check the marketplace to ensure the City was receiving the best benefits plan at the lowest possible price. The solicited RFP resulted in a 1.1-million-dollar savings for the City.

These contracts have been in place for the past three years and have an option to renew for two (2) additional two-year renewals. The City's benefits consultant, HUB International, approached our incumbent carriers to negotiate pricing, benefits and services for the two-year renewal option period with the following results:

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: January 11, 2023**

Subject: Comprehensive Health Benefits Program

CIGNA

Self-Insured Medical (HMO, PPO and HRA) and Administrative Services Agreement

Under this agreement Cigna provides the City with the following administrative services:

- Calculation of benefits and check preparation
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**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: January 11, 2023**

Subject: Comprehensive Health Benefits Program

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**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
EVERNORTH BEHAVIORAL HEALTH, INC. FOR EMPLOYEE ASSISTANCE
PROGRAM SERVICES**

THIS AMENDMENT TO AGREEMENT, made and entered into the _____ day of _____, 2022 (hereinafter "Effective Date"), by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

EVERNORTH BEHAVIORAL HEALTH, INC.

a foreign corporation
6625 West 78th Street, Suite 100
Bloomington, Minnesota 55439
(hereinafter referred to as "CIGNA BEHAVIORAL")

WHEREAS, on December 4, 2019, CITY entered into an Agreement with Cigna Behavioral Health, Inc. for furnishing the services for which included an employee assistance program; and

WHEREAS, the Agreement and its amendments thereto were assigned to CONTRACTOR on September 1, 2021; and

WHEREAS, the Agreement provides that it may be renewed for two (2) additional two-year terms, subject to satisfactory performance by CONTRACTOR; and

WHEREAS, the current term expires on December 31, 2022; and

WHEREAS, both parties are desirous of extending the term of the Agreement for an additional term,

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

The above recitals are true and correct and are incorporated herein.

SECTION 2. TERM

This Agreement shall be effective upon the approval of City Commission and shall terminate on December 31, 2024. The benefits established under this Agreement shall commence on January 1, 2023 and terminate on December 31, 2024.

SECTION 3. Section 10 of the Agreement shall hereby be replaced in its entirety to read as follows:

ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 4. Section 13 of the Agreement shall hereby be replaced in its entirety to read as follows:

NOTICES

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: 954-344-1104
Email: gdixon@coralsprings.gov

Copy to: Kathy Reul, Director of Human Resources
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1167
Email: kreul@coralsprings.gov

CONTRACTOR: Evernorth Behavioral Health, Inc.
6625 West 78th Street, Suite 100
Bloomington, Minnesota 55439

SECTION 5. Section 17 of the Agreement shall hereby be created to read as follows:

FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities,

communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 6. Section 18 of the Agreement shall hereby be created to read as follows:

E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 7. Section 19 of the Agreement shall hereby be created to read as follows:

CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 8. **SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 9. All other conditions and terms of the original agreement, as amended, not specifically amended herein, remain in full force and effect.

SECTION 10. This Amendment shall be effective upon approval of City Commission.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and EVERNORTH BEHAVIORAL HEALTH, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:



CHRISTINA M. GOMEZ, Assistant City Attorney

**EVERNORTH BEHAVIORAL HEALTH,
INC.**

By: _____

Title: President

Print Name: Eva Borden

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
HUMANA INSURANCE COMPANY FOR VISION CARE PLAN**

THIS AMENDMENT TO AGREEMENT, made and entered into the _____ day of _____, 2022 (hereinafter “Effective Date”), by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as “CITY”)

and

HUMANA INSURANCE COMPANY
a foreign profit corporation
500 West Main Street
Louisville, Kentucky 40201-7426
(hereinafter referred to as “HUMANA”)

WHEREAS, on December 4, 2019, CITY entered into an Agreement with CONTRACTOR for furnishing the services for “Comprehensive Benefit Program;” and

WHEREAS, the Agreement provides that it may be renewed for two (2) additional two-year terms, subject to satisfactory performance by CONTRACTOR; and

WHEREAS, the current term expires on December 31, 2022; and

WHEREAS, both parties are desirous of extending the term of the Agreement for an additional term,

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to CONTRACTOR for services rendered to CITY hereunder, the parties hereby agree as follows:

SECTION 1. RECITALS

The above recitals are true and correct and are incorporated herein.

SECTION 2. TERM

This Agreement shall be effective upon the approval of City Commission and shall terminate on December 31, 2024. The benefits established under this Agreement shall commence on January 1, 2023 and terminate on December 31, 2024.

SECTION 3. Section 7 of the Agreement shall be amended to read as follows, any portion of Section 7 not specifically amended below shall remain in full force and affect:

INDEMNIFICATION

7.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

SECTION 4. Section 11 of the Agreement shall hereby be replaced in its entirety to read as follows:

RECORDS AND AUDIT

11.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

11.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

11.03 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 5. Section 16 shall be amended to read as follows, any portion of Section 16 not specifically amended below shall remain in full force and affect:

NOTICES

CITY: Gail Dixon, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: 954-344-1104
Email: gdixon@coralsprings.gov

Copy to: Kathy Reul, Director of Human Resources
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1167
Email: kreul@coralsprings.gov

CONTRACTOR: Sue Schick, Segment President
Humana Company
500 West Main Street
Louisville, Kentucky 40202

SECTION 6. Section 18 of the Agreement shall hereby be created to read as follows:

ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 7. Section 19 of the Agreement shall hereby be created to read as follows:

FORCE MAJEURE AND APPROPRIATION

In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 8. Section 20 of the Agreement shall hereby be created to read as follows:

E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance

under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 9. Section 21 of the Agreement shall hereby be created to read as follows:

CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 10. **SEVERABILITY**

Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 11. All other conditions and terms of the original agreement, as amended, not specifically amended herein, remain in full force and effect.

SECTION 12. This Amendment shall be effective upon approval of City Commission.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and HUMANA INSURANCE COMPANY have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:

CITY OF CORAL SPRINGS, FLORIDA

GEORGIA ELLIOTT, CMC, City Clerk

SCOTT BROOK, Mayor

APPROVED AS TO FORM:



ANDREW B. DUNKIEL, Deputy City Attorney

HUMANA INSURANCE COMPANY

By: *Sue Schick*

Title: Segment President, Group and Military Business

Print Name: Susan D. Schick

Aimee E. Burnham
Contractual Agreement Unit Manager
Cigna



January 3, 2023

Dale Pazdra
Director of Human Resources
City of Coral Springs
9500 West Sample Road
Coral Springs, FL 33065

Routing W122A
900 Cottage Grove Road
Hartford, CT 06152
Telephone 860.226.4422
Facsimile 860.730.3944
Aimee.Burnham@cigna.com

RE: Administrative Services Only Account No. 3209036

Dear Dale Pazdra:

This letter will serve as an amendment to the Administrative Services Only Agreement between Cigna Health and Life Insurance Company (“**CHLIC**”) and City of Coral Springs (“**Employer**”), effective January 1, 2020 (the “**Agreement**”).

Effective as of January 1, 2023, the Agreement is hereby amended as set forth below. Any provision or subsection set forth in this amendment shall be deemed to: (a) replace in its entirety the same subsection in the current Agreement; and/or (b) add new provisions or subsections. Only those provisions and subsections set forth in this amendment are deemed amended or added, and all provisions and subsections not identified herein shall be deemed unaffected by this amendment and, accordingly, shall remain in full force and effect.

Section 1, “Term and Termination of Agreement,” of the Administrative Services Only Agreement, is hereby amended to add provision vi to the existing language as follows:

- vi. Notwithstanding the foregoing, all provisions in this Agreement reasonably related to CHLIC's administration of the Plan's Pharmacy Benefit (as such term is defined in Appendix A) (the "Pharmacy Benefit Provisions"), shall continue in effect for no less than twenty four (24) months commencing on January 1, 2023, except that, if any of the following dates occurs, the Pharmacy Benefit Provisions set forth in the Schedule of Financial Charges and Appendix A will cease being in effect as of such date:
 - a. The effective date of any Applicable Law or governmental action which prohibits performance of the activities in connection with the Pharmacy Benefit required by this Agreement;
 - b. The date upon which Employer fails to fund the Bank Account as required by this Agreement for claims under the Pharmacy Benefit provided CHLIC notifies Employer of its election to terminate the Pharmacy Benefit Provisions;
 - c. The date upon which Employer fails to pay CHLIC any charges in connection with the Pharmacy Benefit identified in this Agreement when due, provided CHLIC notifies Employer of its election to terminate the Pharmacy Benefit Provisions; or
 - d. The date that is sixty (60) days after written notice by either Employer or CHLIC (“non-defaulting party”) of the material breach by the other (the “defaulting party”) of a material obligation of the defaulting party related to the Pharmacy Benefit (other than failure to fund the Bank Account or failure to pay any charges when due pursuant to Sections 1.vi.b and 1.vi.c above) that is not cured to the reasonable satisfaction of the non-defaulting party within a reasonable time following the initial notice of breach.

During such twenty four (24) month period (or shorter period, as applicable under (a), (b), (c) or (d) above), CHLIC will continue to be the exclusive provider of Pharmacy Benefit administration services for the Plan's Pharmacy Benefit.

In the event that Employer purports to terminate such arrangement or enters into an agreement with another pharmacy benefit manager ("PBM") or other third party to provide any or all pharmacy benefit management services for Employer's benefit plan prior to the end of such twenty four (24) month period, then, within thirty (30) days of CHLIC's written request, Employer shall pay CHLIC the amount of \$1.50 per the average monthly number of Members who were enrolled in the Plan's Pharmacy Benefit from the beginning of the twenty four (24) month period to the effective date of such purported termination or other agreement multiplied by the number of months remaining until the end of the twenty four (24) month period. However, if Employer terminates its CHLIC medical coverage under this Agreement, no such fee shall apply.

The "Schedule of Financial Charges" and "Exhibit B", "Services" are hereby deleted in their entirety and replaced with the "Schedule of Financial Charges" and "Exhibit B, "Services," as attached hereto.

The terms of the Administrative Services Only Agreement identified above, as mentioned herein, will be effective as of January 1, 2023. Please indicate your agreement to the amendment by signing the enclosed copy of this letter where indicated and returning it to me. Alternatively, this amendment shall become effective on the effective date indicated unless Employer notifies CHLIC either electronically or in writing (at the address indicated above) within sixty (60) days of the date of this letter that it does not accept all the terms of this amendment notwithstanding any provision to the contrary in the Administrative Services Only Agreement. In that case, CHLIC shall cooperate to negotiate mutually agreeable terms with Employer. Once agreement with respect to the terms of the amendment is reached, the amendment will apply retroactively to the effective date.

Sincerely,



Aimee E. Burnham
Its Contractual Agreement Unit Manager
Duly Authorized
Cigna Health and Life Insurance Company

Accepted by: **CITY OF CORAL SPRINGS**

By: _____

Name: _____

Title: _____

Executed this ____ day of _____, in the year _____

Approved as to Form.


Assistant City Attorney

Administrative Services Only Agreement for City of Coral Springs

Schedule of Financial Charges

Certain fees and charges identified in this Schedule of Financial Charges will be billed to Employer monthly in accordance with CHLIC's then standard billing practices. However, CHLIC is authorized to pay all fees and charges from the Bank Account unless otherwise specified in this Agreement.

MEDICAL/DENTAL ADMINISTRATION CHARGES		
Product	Description	Charge
Medical	Open Access Plus In-Network (OAPIN) with Care Management Preferred (All Plans)	\$29.39/employee/month
Medical	HRA Open Access Plus (OAP) with Care Management Preferred (All Plans)	\$29.39/employee/month
Dental	Dental Preferred Provider Organization (DPPO) (All Plans)	\$2.24/employee/month
MEDICAL/DENTAL NETWORK ACCESS FEE, UTILIZATION MANAGEMENT FEE AND OPTIONAL PROGRAM FEE		
Product	Description	Charge
Medical	OAPIN Access Fee (All Plans)	\$10.67/employee/month
Medical	HRA OAP Access Fee (All Plans)	\$10.67/employee/month
Dental	DPPO Access Fee (All Plans)	\$0.73/employee/month
MULTI-YEAR CHARGE/FEE GUARANTEES		
	The maximum increase for the Medical and Dental Administration Charge(s) and Network Access Fee(s) for the 2024 Plan Year will be 2.00% over the 2023 Plan Year charges/fees. The maximum increase for the Cigna Choice Fund Health Reimbursement Account (HRA) Administration Fee and Health Care Flexible Spending Account (FSA) Administration Fee for the 2024 Plan Year will be 0.00% over the 2023 Plan Year charges/fees. The above fee guarantees are not applicable to Pharmacy Administration Fee. The above charges/fees are guaranteed for the time periods identified above, provided, however, that CHLIC may revise the above charges/fees pursuant to Section 8 of this Agreement.	

01/03/2023

Administrative Services Only Agreement for City of Coral Springs

CIGNA CHOICE FUND AND OTHER CONSUMER DIRECTED ACCOUNT ADMINISTRATION SERVICES AND CHARGES		
	Product	Charge
	Cigna Choice Fund Health Reimbursement Account (HRA) Administration	For HRA OAP Products: \$4.50/employee/month
Health Advisor – A	The Health Advisor program focuses on engaging targeted Members related to a variety of wellness and prevention topics, and is designed to facilitate healthy behaviors and promote achievement of health-related goals. The program includes the following components: • Health and wellness coaching on high blood pressure, high cholesterol, healthy eating, physical activity and pre-diabetes using multiple coaching sessions, behavior modification techniques and other motivational interviewing and coaching styles to encourage behavior change that helps Participants reach established goals. • Education and referral coaching on program topics with referral to appropriate internal and external resources available. • Access to educational materials and web based Member tools and resources. • Identification of gaps in care and outreach to Member to provide coaching for those identified with gaps for high cholesterol, high blood pressure, and additional coaching on other gaps in care will also occur. • Support of Participants identified through predictive modeling with certain preference sensitive care conditions by supplying impartial evidence based medical information, to empower Participants to understand the potential benefits/ disadvantages of a specific course of action and make more informed care decisions. • Answering health and medical related questions. • Counseling Participants on prevention and the benefits of compliance with prescribed medications and treatments.	For HRA OAP Only: Included in Medical Access Fee
	Dependent Care Flexible Spending Account (DFSA) Administration	For DFSA Products: \$4.50/employee/month
	Health Care Flexible Spending Account (FSA) Administration	For FSA Products: \$4.50/employee/month

01/03/2023

Administrative Services Only Agreement for City of Coral Springs

AMOUNTS OWED TO CHLIC	
CHLIC may pay amounts with its own funds on behalf of Employer or the Plan for charges which Employer or the Plan is obligated to pay under the Agreement including Plan Benefits, Bank Account Payments (including fixed per person payments and pay-for-performance payments to Participating Providers), governmental taxes or assessments and those amounts paid by CHLIC shall be the Employer's financial responsibility. CHLIC is authorized to recover all such amounts from the Bank Account.	
CIGNA PHARMACY BENEFIT MANAGEMENT SERVICES CHARGES AND RELATED PROVISIONS	
PHARMACY ADMINISTRATION FEE	
Cigna Pharmacy Product Administration Fee, only if applicable, is separate from the Medical Administration Charge shown above, but included on same billing line as the Medical Administration Charge for billing purposes only.	
FINANCIAL GUARANTEES FOR DRUGS COVERED UNDER THE PLAN'S PHARMACY BENEFIT	
Covered Drugs Dispensed by Cigna Home Delivery Pharmacy: CHLIC will guarantee the following charges for Covered Drugs dispensed by Cigna Home Delivery Pharmacy, subject to the provisions in the section titled "PBM Pricing – Additional Provisions":	
Brand Drug Claims: For all Cigna Home Delivery Pharmacy Brand Drug Claims, the Employer's guaranteed annual average discount will be AWP minus 25.00%.	
Generic Drug Claims: For all Cigna Home Delivery Pharmacy Generic Drug Claims, the Employer's guaranteed annual average discount will be AWP minus 86.00%.	
Dispensing Fees for Drug Claims: For all Cigna Home Delivery Pharmacy Brand Drug Claims and Generic Drug Claims the Employer's guaranteed annual average Dispensing Fee will be \$0.00.	
Covered Drugs Dispensed by Retail Pharmacies in 30-day* supplies: CHLIC will guarantee the following charges for Covered Drugs dispensed by Retail Pharmacies in 30-day supplies, subject to the provisions in the section titled "PBM Pricing – Additional Provisions":	
*A 30-day supply means any Covered Drug dispensed by a Retail Pharmacy in an amount less than an 83-day supply.	
Brand Drug Claims: For all Retail Pharmacy Brand Drug Claims, the Employer's guaranteed annual average discount will be AWP minus 19.20%.	
Generic Drug Claims: For all Retail Pharmacy Generic Drug Claims, the Employer's guaranteed annual average discount will be AWP minus 83.00%.	
Dispensing Fees for Both Brand Drug Claims and Generic Drug Claims: For all Retail Pharmacy Brand Drug Claims and Generic Drug Claims, the Employer's guaranteed annual average Dispensing Fee will be \$0.55.	

01/03/2023

6

Administrative Services Only Agreement for City of Coral Springs

Covered Drugs Dispensed by Retail Pharmacies in 90-day** supplies: CHLIC will guarantee the following charges for Covered Drugs dispensed by Retail Pharmacies in 90-day supplies, subject to the provisions in the section titled "PBM Pricing - Additional Provisions":
**A 90-day supply means any Covered Drug dispensed by a Retail Pharmacy in an amount equal to or greater than an 83-day supply.
Brand Drug Claims: For all Retail Pharmacy Brand Drug Claims, the Employer's guaranteed annual average discount will be AWP minus 25.00%.
Generic Drug Claims: For all Retail Pharmacy Generic Drug Claims, the Employer's guaranteed annual average discount will be AWP minus 84.70%.
Dispensing Fees for Both Brand Drug Claims and Generic Drug Claims: For all Retail Pharmacy Brand Drug Claims and Generic Drug Claims, the Employer's guaranteed annual average Dispensing Fee will be \$0.00.
AGGREGATE SPECIALTY DRUG DISCOUNT GUARANTEE
CHLIC shall guarantee an aggregate annual average discount of AWP minus 19.35% for covered Specialty Drug prescriptions dispensed by Retail Pharmacies and Cigna Home Delivery Pharmacy. CHLIC's performance will be measured based on analysis of Plan-specific utilization for the contract year.
RECONCILIATION OF PHARMACY BENEFIT MANAGEMENT FINANCIAL GUARANTEES
Pricing Guarantee Calculation. The following calculation will be performed on an aggregated basis for all paid Claims for Covered Drugs processed during the applicable contract year in order to reconcile against the average annual ingredient cost discount guarantees set forth above: $1 - \frac{[(\text{the total ingredient cost charged to the Employer prior to application of the Plan's Member cost-share requirements}) / (\text{the total AWP}) \text{ for all Covered Drugs}]}{1}$ For the purposes of the pricing guarantee calculation, and notwithstanding anything herein to the contrary, the total ingredient cost shall also include the ingredient cost for a Covered Drug for which a Member pays 100% in the form of cost-share. The application of brand and generic pricing may be subject to certain "dispensed as written" ("DAW") protocols and Employer defined plan design and coverage policies for adjudication and Member Copayment purposes. For example, DAW 5 (House Generic) claims will be considered a Generic Drug claim for pricing purposes.
Pricing Guarantee Exclusions. The following Claims or products shall be excluded from the calculation of any pricing guarantee set forth in this Agreement: - Specialty Drugs, unless otherwise noted in this Schedule of Financial Charges.

Administrative Services Only Agreement for City of Coral Springs

- Workers' Compensation Claims.
- Claims for Supplies.
- Non-standard facility Claims (Indian Tribal, Veterans Administration, or Dep. of Defense facilities).
- Limited Distribution Drugs and Exclusive Distribution Drugs.
- Subrogation Claims.
- Repackaged products.
- Products filled through Pharmacies not participating in the network accessed by Employer under this Agreement (including a contracted pharmacy that does not participate in a sub-network or preferred network tier).
- Over-the-counter (OTC) products.
- Secondary Payer Claims.
- Direct Member Reimbursement Claims.
- Compound Drugs.
- Claim reversals.
- Outlier Claims.
- Products identified as prescriptions covered under the federal 340B drug pricing program.
- Claims for Covered Drugs paid at the Retail Pharmacy's U&C Charge shall be included in the calculation of any Retail Pharmacy pricing guarantee set forth in this Agreement.

RECONCILIATION AND OFFSETS REGARDING FINANCIAL GUARANTEES

CHLIC will report on the guaranteed amounts within one-hundred eighty (180) days following the end of each contract year. Upon reconciliation, CHLIC's performance with respect to each ingredient cost discount or Dispensing Fee guarantee offered under this Agreement will be individually measured and then reconciled in the aggregate across all ingredient cost discount or Dispensing Fee guarantees.

PBM PRICING – ADDITIONAL PROVISIONS

- The amount paid by CHLIC to the Retail Pharmacy for Claims for Covered Drugs may or may not be equal to the amount charged to Employer and/or Member, and CHLIC will absorb or retain any difference.
- For a specific Claim for a Covered Drug dispensed by a Retail Pharmacy or Cigna Home Delivery Pharmacy, and after application of any Plan cost-share requirements, CHLIC shall charge the Employer the lowest of the following amounts:
 - (1) The Prescription Drug Charge; or
 - (2) The pharmacy's submitted U&C Charge, if any.
- For a specific Claim for a Covered Drug dispensed by a Retail Pharmacy or Cigna Home Delivery Pharmacy, CHLIC shall charge the Member in accordance with the terms of the Pharmacy Benefit. For example, for a Covered Drug subject to a fixed dollar copayment

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requirement, CHLIC shall charge the Member the lowest of the following amounts:

- (1) The fixed dollar copayment for the Covered Drug, if any;
 - (2) The Prescription Drug Charge; and
 - (3) The pharmacy's submitted U&C Charge, if any.
- CHLIC may apply, if available and based on price favorability to the Member, a discount card market price for certain non-specialty drug generic products (unless Employer opts out of program enrollment).
 - Unless specifically noted herein, the discounts to Employer for Covered Drugs set forth in this Agreement are not guaranteed to result in an average aggregate discount off the aggregate AWP of all such Covered Drugs.
 - Home Delivery Pharmacy Dispensing Fees and Dispensing Fee Guarantees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the Home Delivery Pharmacy Dispensing Fee and Home Delivery Pharmacy Dispensing Fee Guarantee will be increased to reflect such increase(s).
 - Any pricing guarantees, including any ingredient cost discount or Dispensing Fee guarantee, set forth in this Agreement shall be rendered null and void in the event Employer terminates CHLIC's administration of the Pharmacy Benefit prior to completion of the then-current Plan Year. CHLIC's fees, Rebates (if any), discounts or guarantees (if any) are, among other conditions communicated in this Agreement or otherwise in writing to Employer, contingent on, and assume, adoption by Employer of a specific Formulary, Retail Pharmacy network, and Plan design features (e.g. cost-share structure, utilization/cost management programs).
 - Notwithstanding any other provision of this Agreement, CHLIC may, effective upon written notice to Employer, adjust any or all of the fees, Rebates (if any), discounts or guarantees (if any) in this Agreement to the extent reasonably necessary to preserve the economic value of this Agreement to CHLIC as it existed immediately prior to any of the following events or changes: (a) there are any significant changes in the composition of the CHLIC pharmacy network utilized by Employer hereunder or in such pharmacy network's contract compensation rates, or the structure of the pharmacy stores/chains/vendors that are contracted with CHLIC, including but not limited to disruption in the retail pharmacy delivery model, or bankruptcy of a chain pharmacy; or there is a change in or to the pharmacy network reflected in the pharmacy pricing summary; or (b) there is a change in government laws or regulations which has a significant impact on pharmacy claim costs; or (c) any material manufacturer-rebate contracts with, or for the benefit of, CHLIC are terminated or modified in whole or in part; or (d) there is any legal action or law that materially affects, or could materially affect the manner in which CHLIC's rebate program is administered or an existing law is interpreted so as to materially affect or potentially have a material effect, on CHLIC's administration of the Plan; (e) a major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, a drug shortage in

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the market, an issue involving the safety of the drug supply, an unexpected introduction of a new drug (e.g. authorized generic), or similar market event occurs; (f) the Pharmacy Benefit enrollment decreases by equal to or greater than ten (10)% from the enrollment on which CHLIC's financial offer is based; or (g) Employer fails to disclose a material feature of the Plan or the Plan's Pharmacy Benefit or there is a change to the Plan's Pharmacy Benefit including but not limited to the Formulary, benefit designs, OTC plans, clinical or trend programs or otherwise that has the effect of lowering the amount of Rebates earned hereunder or materially impacting any guarantee.

DRUG MANUFACTURER-PAYMENT SHARING

Subject to the caveats below, CHLIC will remit to Employer the following portion of Rebates and Manufacturer Administrative Fees that CHLIC collects with respect to utilization of Covered Drugs under the Plan's Pharmacy Benefit:

For All Products:

The greater of: 100.00% of Rebates and Manufacturer Administrative Fees on such utilization dispensed in the full calendar year immediately preceding CHLIC's remittance, or the sum of \$206.80 multiplied by the number of Retail Pharmacy Brand Drug Claims (excluding Specialty Brand Drug Claims) dispensed in 30-day* supplies plus \$514.42 multiplied by the number of Retail Pharmacy Brand Drug Claims (excluding Specialty Brand Drug Claims) dispensed in 90-day** supplies plus \$1,015.51 multiplied by the number of Cigna Home Delivery Pharmacy Brand Drug Claims (excluding Specialty Brand Drug Claims) plus \$1,909.89 multiplied by the number of Retail Pharmacy Specialty Brand Drug Claims plus \$1,909.89 multiplied by the number of Cigna Home Delivery Pharmacy Specialty Brand Drug Claims processed in such full calendar year.

Caveats:

- (1) CHLIC or its agents contract with drug manufacturers on CHLIC's own behalf, and not as agent of the Employer or the Plan. Rebates are paid based on the contractual terms set forth in this Agreement.
- (2) Should Employer terminate this Agreement before completion of the then-current Plan Year, no Rebates shall be due and owing with respect to that Plan Year, and any Rebate minimum or fixed dollar guarantees shall be null and void, as the payment of Rebates is conditioned on CHLIC exclusively administering the Pharmacy Benefits for the entire Plan Year.
- (3) For percentage-based sharing arrangements, Rebate payout amounts may differ slightly from the stated percentage when payout occurs before manufacturers' final reconciliations and payments are made to CHLIC. For purposes of clarity, CHLIC shall reconcile its performance with respect to any Rebate payment guarantees, including, without limitation, any minimum or fixed dollar guarantees, in the aggregate. Moreover, any amount directly or indirectly provided by a manufacturer or other third party that is allocated to reduce and/or wholly or partially satisfy a Member's cost-sharing obligation for a Covered Drug shall not be considered a "Rebate" for the purposes of Rebate payments to Employer but may be included when reconciling CHLIC's performance against any Rebate minimum guarantee set

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forth in this Agreement.

- (4) For percentage-based sharing arrangements, the percentage share payment of Rebates shall not include the payment of any Rebates received, if any, for Run-Out Claims, 340b Claims, Medical Specialty Claims, Direct Member Reimbursement Claims, Reversed Claims, and Compound Claims.
- (5) CHLIC may use Rebates otherwise payable to Employer to offset payable Bank Account Payments or other payable fees or charges identified in this Agreement.
- (6) The Rebate payment commitments, including any minimum or fixed dollar guarantees, if any, set forth in this Schedule of Financial Charges are, among any other conditions communicated in this Agreement or otherwise in writing to Employer, contingent on the availability of Rebates to CHLIC and Employer's Pharmacy Benefit applying a 90-day supply limit for Specialty Drugs, and standard days' supply limits. In the event that Employer has adopted, or adopts, a 30-day supply limit for Specialty Drugs, or participates in the Clinical Day Supply Program, CHLIC may revise on an equitable basis the stated Rebate minimum or fixed dollar guarantees, if any, to the extent necessary to reflect CHLIC's revised estimate of Rebates it may collect on a plan design having adopted a days' supply limit for Specialty Drug of less than 90 days or the Clinical Day Supply Program.

Timing of Rebate Pay-Out: Remittance will be provided within ninety (90) days after the close of each applicable calendar quarter for the portion of such calendar quarter that coincides with the Plan Year.

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REBATE PAYMENT EXCLUSIONS

The Rebate Guarantee payment obligations set forth in this Schedule of Financial Charges shall exclude the following types of claims and/or products:

- Claims paid pursuant to a Dispense as Written (DAW) 5 code.
- Direct Member Reimbursement Claims.
- Repackaged products.
- Brand Drug Claims paid at a MAC.
- Pharmaceutical supplies other than blood glucose test strips.
- Vaccines.
- Compound Drugs.
- Claim reversals.
- Products identified as prescriptions covered under the federal 340B drug pricing program. Employer shall be solely responsible for ensuring that any pharmacy affiliated with or operated by Employer or its affiliate, such as an in-house pharmacy, systematically identifies 340B prescriptions on Claim transactions administered by CHLIC. If such pharmacy fails to systematically identify 340B prescriptions on Claim transactions submitted to CHLIC, then CHLIC may withhold all Rebates, or modify any minimum or fixed dollar Rebate guarantee, otherwise attributable to utilization at such pharmacy.
- Run-Out Claims.

Rebate guarantee reconciliation calculations will not include member-submitted coupon copay assistance.

PHARMACY VACCINE PROGRAM

Notwithstanding anything to the contrary in this Agreement or otherwise, the following terms and conditions shall apply to the administration of vaccines by CHLIC under the Cigna Pharmacy Program.

Vaccine Claims will adjudicate at the lower of the U&C Charge or the amounts shown in the Vaccine Pricing Schedule below. For Vaccine Claims, the U&C Charge shall be the retail price charged by an in-network participating retail pharmacy for the particular vaccine, including administration and dispensing fees, in a cash transaction on the date the vaccine is dispensed as reported to CHLIC by the in-network participating pharmacy.

“Vaccine Claim” means a claim for a Covered Drug which is a vaccine.

Notwithstanding anything to the contrary in this Agreement or otherwise, all Vaccine Claims shall be excluded from the calculation, measurement, and payment of any and all financial guarantees, including but not limited to rebate guarantees, ingredient cost guarantees, and dispensing fee guarantees set forth in this Agreement.

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CHLIC reserves the right to revise and modify the Vaccine Pricing Schedule below, including but not limited to revising or adding an additional Pharmacy Vaccine Administration Fee or Vaccine Program Fee, based on changing market dynamics, the entrant of new vaccines, or changes in law or interpretation of law.			
Vaccine Pricing Schedule * To the extent, if any, Employer's Schedule of Financial Charges includes a Pharmacy Administrative Fee charged on a per prescription basis, then such fee shall apply for Vaccine Claims.			
	Retail Pharmacy INFLUENZA	Retail Pharmacy ALL OTHER VACCINES	Member Submitted Vaccine Claims
Pharmacy Vaccine Administration Fee	Pass-Through (Capped at \$15 per in-network Vaccine Claim)	Pass-Through (capped at \$20 per in-network Vaccine Claim)	Submitted amount
Ingredient Cost	Retail Pharmacy Ingredient Cost as set forth in this Agreement	Retail Pharmacy Ingredient Cost as set forth in this Agreement	Submitted amount
Dispensing Fee	Retail Pharmacy Dispensing Fee as set forth in this Agreement	Retail Pharmacy Dispensing Fee as set forth in this Agreement	Submitted amount
Vaccine Program Fee	\$2.50 per vaccine claim		N/A

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CIGNA HOME DELIVERY PHARMACY DISCLOSURE		
	Product	Charge
Cigna Home Delivery Pharmacy (a CHLIC affiliated company(ies))	Specialty drugs dispensed by Cigna Home Delivery Pharmacy and administered under the Plan's medical benefit. "Cigna Home Delivery Pharmacy" means a duly licensed pharmacy operated by CHLIC or its affiliates, where prescriptions are filled and delivered via the mail service. Cigna Home Delivery Pharmacy may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers and wholesale distributors. Cigna Home Delivery Pharmacy contract for these arrangements on its own account in support of its pharmacy operations. These arrangements relate to services provided outside of this Agreement and other pharmacy benefit management arrangements and may be entered into without regard to whether a specific drug is on one of the formularies that CHLIC offers to entities like Employer that sponsor group health plans. Discounts and fee-for-service payments received by Cigna Home Delivery Pharmacy are not part of the administrative fees or other charges paid to CHLIC in connection with CHLIC's services hereunder. This provision shall survive termination or expiration of the Agreement.	The drug's charge under a national specialty drug discount schedule that generates a 19.00% annual average aggregate discount off AWP across specialty drug claims dispensed at Cigna Home Delivery Pharmacy to CHLIC's self-funded and insured group-client book of business.
FEES FOR PROCESSING RUN-OUT CLAIMS		
OAPIN, HRA OAP and DPPO Pharmacy	Run-Out Period of twelve (12) months	No Additional Cost
	Run-Out Period of three (3) months for all pharmacy claims	No Additional Cost

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CHLIC MEDICAL COST CONTAINMENT FEES

CHLIC administers the programs listed below to contain costs with respect to charges for health care service/supplies that are covered by the Plan (the "Cost Containment Programs"). In administering these Cost Containment Programs, CHLIC may contract with vendors to perform various tasks related to the Cost Containment Programs. These Cost Containment Programs include services that are performed on claims that are subject to the federal No Surprises Act and are not otherwise subject to state law ("NSA Services").
CHLIC's charge for administering a Cost Containment Program is the applicable percentage indicated in the table below of the:

- 1) "gross savings" (i.e., the difference between the charge the provider made and the allowable amount resulting from the Cost-Containment Program);
- 2) "net savings" (i.e., the gross savings less the applicable vendor charge); or
- 3) "gross recovery" (i.e., the amount recovered as a result of the Cost-Containment Program).

CHLIC will make a per claim charge to the Bank Account that includes both CHLIC's applicable Cost Containment Program charge, as shown in the Sections A through C of the table below, and the applicable vendor charge. CHLIC will pay the vendor its charge.

For charges for covered services received from a non-Participating Provider (including NSA Services and emergency/urgent care services that are covered at the in-network benefit level), CHLIC may apply discounts available under agreements with third parties or through negotiation of the non-Participating Provider's charges whether on a claim-by-claim basis or in advance of services being rendered ("Discounts"). The programs for obtaining the Discounts are identified in Section A and Section B of the table below.

CHLIC's per claim charge for administering the programs listed in Section A and Section B of the table below plus any per claim vendor charges associated with those programs shall not exceed \$30,000.00 per claim. Vendor charges for the programs listed in Section A and Section B of the table generally range from 5-11% of gross savings. Specific rates charged by vendors for the programs in Section A and Section B of the table are available upon request, subject to execution of a mutually agreed upon non-disclosure agreement to protect the proprietary vendor information from unauthorized use/disclosure. The administration of charges for covered services from non-Participating Providers described above and in Section A and Section B of the table below is consistent with the claim administration practices with respect to CHLIC's own health care insurance business, unless state law requires otherwise.

A. Cost Containment for Services/Supplies that are not NSA Services

For services/supplies that are not NSA Services, applying the Discounts may result in higher payments than if the maximum reimbursable charge is applied. Whereas application of the maximum reimbursable charge may result in the patient being balance billed for the entire unreimbursed amount, applying the Discounts may avoid balance billing and substantially reduce the patient's out-of-pocket cost.

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If no Discount is available or negotiated, reimbursement will be based upon:		
(i) If charges are not subject to CHLIC's benefit enhancement policy – the plan's maximum reimbursable charge (in which case the patient may be balance billed by the non-Participating Provider if the provider's charge exceeds the plan's maximum reimbursable charge); or		
(ii) If charges are subject to CHLIC's benefit enhancement policy – depending upon the Employer's election:		
a. the amount of the non-Participating Provider's billed charge not exceeding the greater of a CHLIC determined percentage of the Medicare allowable amount (the 80th percentile of the reasonable and customary charge if there is no Medicare allowable charge) or the amount required by state or federal law (in some instances, the patient may be balance billed by the non-Participating Provider if the provider's charge exceeds such amount), or		
b. the provider's billed charge.		
Non-Participating Provider Cost Containment Programs for Services/Supplies that are not NSA Services		
1.	Network Savings Program	29% of net savings
2.	Supplemental Network	29% of net savings
3.	Medical Bill Review – (Pre-payment Cost Containment for Non-contracted claims):	
	Inpatient Hospital Bill Review	
	• Professional Fee Negotiation	29% of net savings
	• Line Item Analysis Re-pricing	Lesser of 5% of hospital bill or the gross savings achieved
	Outpatient Hospital Bill Review	
	• Professional Fee Negotiation	29% of net savings
	• Line Item Analysis Re-pricing	29% of net savings
	Physician/Professional Bill Review	
	• Professional Fee Negotiation	29% of net savings

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	Line Item Analysis Re-pricing	29% of net savings
4.	For employers that are subject to state laws providing protections from surprise bills: Payment based on amounts other than Network Savings Program, Supplemental Network, and Medical Bill Review. These payments include amounts determined through negotiation or independent dispute resolution under state law. (The charges indicated in the column to the right include the fees charged by government departments or agencies for administering the independent dispute resolution process and the fees charged by entities conducting independent dispute resolution.)	29% of net savings
B. Cost Containment for NSA Services For NSA Services, CHLIC will issue initial payments at amounts determined by CHLIC or its vendors ("Initial Allowed Amount"). The Initial Allowed Amount may be based on Discounts and may be higher than, equal to, or lower than the qualifying payment amount, as calculated by CHLIC ("QPA"). Patient cost-share will be based on the lower of the QPA, the non-Participating Provider's billed charges, the amount determined by CHLIC to be required by state law (if applicable), or the Initial Allowed Amount. Patient cost-share will not increase as a result of negotiations or independent dispute resolution determinations under the No Surprises Act. If additional payment above the Initial Allowed Amount is owed as a result of negotiations or independent dispute resolution under the No Surprises Act, CHLIC, as agent for the Employer, shall make Bank Account Payments from the Bank Account in the amount of such additional payment.		
Non-Participating Provider Cost Containment Programs for NSA Services		
1.	Network Savings Program	29% of net savings
2.	Supplemental Network	29% of net savings
3.	Medical Bill Review – (Pre-payment Cost Containment for Non-contracted claims):	
	Inpatient Hospital Bill Review	
	Professional Fee Negotiation	29% of net savings
	Line Item Analysis Re-pricing	Lesser of 5% of hospital bill or the gross savings achieved
	Outpatient Hospital Bill Review	
	Professional Fee Negotiation	29% of net savings

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	Line Item Analysis Re-pricing	29% of net savings
	Physician/Professional Bill Review	
	Professional Fee Negotiation	29% of net savings
	Line Item Analysis Re-pricing	29% of net savings
4.	Payment based on amounts other than Network Savings Program, Supplemental Network, and Medical Bill Review. These payments include amounts determined through negotiation or independent dispute resolution under the No Surprises Act. (The charges indicated in the column to the right include the fees charged by government departments or agencies for administering the independent dispute resolution process and the fees charged by entities conducting independent dispute resolution.)	29% of net savings
C. Other Cost Containment Programs		
1.	Clinical Complex Claim Review – (Pre- or Post-payment Cost Containment for Non-contracted and Contracted claims):	
	Bill Audit	29% of the gross savings/gross recovery achieved plus hospital fees or expenses passed through
	Diagnosis Related Grouping (DRG) Validation/Audits and Recovery. An overpayment audit and recovery program in which CHLIC or its vendors review paid claim data to identify overpayments based on inaccurate DRG coding.	29% of gross savings/gross recovery plus any fees or expenses passed through by the hospital or regulatory agency
	Medical Implant Device Audits	29% of the gross savings/gross recovery
2.	COB Vendor Recoveries [Exclusive of pharmacy programs where claims are adjudicated at time prescription is received.]	29% of the gross recovery

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3.	Secondary Vendor Recovery Program	29% of the gross recovery
4.	Provider Credit Balance Recovery Program	29% of the gross recovery
5.	High Cost Specialty Pharmaceutical Audits (this service is only provided with respect to Medical coverage)	29% of the gross recovery
6.	Eligibility Overpayment Recovery Vendor Services. Identification and recovery of funds in situations where the overpayment is due to the late receipt of Member termination information. (This service is only provided with respect to Medical coverage).	29% of the gross recovery
7.	Class Action Recoveries	35% of the gross recovery
8.	Subrogation/Conditional Claim Payment. Identification, investigation and recovery of claim payments involving other party liability or where another entity is responsible for payment (including by way of example but not by limitation automobile insurance, homeowner insurance, commercial property insurance, worker's compensation). (This service is only provided with respect to Medical coverage.)	5% of the gross recovery plus litigation costs if counsel is retained and an appearance is filed on behalf of CHLIC or Employer in any litigation, or a lawsuit is filed on their behalf; 29% of the gross recovery if no counsel is retained and in all other instances, including cases where state law requires that employee benefit plans be named as party defendants or involuntary plaintiffs.

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CHLIC PHARMACY COST CONTAINMENT FEES		
CHLIC administers the following programs to contain costs with respect to charges for health care service/supplies that are covered by the Plan. In administering these programs, CHLIC contracts with vendors to perform program related services. CHLIC's charge for administering these programs is the percentage (indicated below) of the "recovery" (i.e. the amount recovered) or percentage of "program savings", as applicable.		
1.	Pharmacy Vendor Recoveries. CHLIC performs periodic audits of contracted pharmacies in order to determine the accuracy of payments to the pharmacy(ies). CHLIC's recovery vendor collects and remits to CHLIC all overpayments to pharmacy(ies), and CHLIC remits to the Bank Account the balance collected from the recovery vendor, less the recovery fee set forth herein.	30.00% of recovery
2.	Class Action Recoveries. CHLIC identifies, monitors and may (but is not required to) participate, on behalf of Employer, in class action lawsuits or similar legal proceedings against pharmaceutical manufacturers, including, without limitation, lawsuits alleging legal or equitable claims like fraud, anti-trust violations, or unfair trade practices by a manufacturer. As part of this authority, CHLIC may participate in a settlement, exclude Employer from a settlement and/or otherwise represent Employer's interests outside the settlement. CHLIC collects and retains as a recovery fee set forth herein of any recovery (net of attorneys' fees) attributable to Employer's Plan.	35.00% of recovery
3.	SaveOnSP Program. A Member cost share program available when the Employer makes plan design changes to certain, designated covered prescription drugs as non-essential health benefits and establishes Member cost share at amounts that allow for receipt of manufacturer-supported patient copay assistance. The program fee shall be charged to the Bank Account and measured and calculated based on the program's standard savings methodology. Payment of program fees shall be invoiced on a monthly, incurred basis. Additional terms and conditions of the SaveOnSP program are set forth in the attached SaveOnSP Appendix C.	25.00% of program savings plus any applicable tertiary cost share

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CARE MANAGEMENT/COST CONTAINMENT PROGRAM FEES		
	CHLIC arranges for third parties to provide care management services to: (i) contain the cost of specified health care services/items overall with respect to all plans insured and/or administered by CHLIC, and/or (ii) improve adherence to evidence based guidelines designed to promote patient safety and efficient patient care. Charges for these services will be processed through the Bank Account.	Specific vendor fees and care management program services are available upon request.
	Medical Management (inclusive of Medical Necessity Review) of Chiropractic services.	National Average is \$0.16 PMPM; rates vary by market and are available upon request.
	Care coordination of in-home hospital level care (acute and post-acute Plan Benefits) provided by Participating Providers. The per episode charge is subject to adjustment based on vendor achieving or not achieving total cost of care savings, upon post-episode reconciliation. Vendor's fee is distinct from payment for Plan Benefits.	Per episode charge may vary by market. Vendor, program information, and agreed upon rates available upon request.
	In addition to such third parties, CHLIC has arranged for an affiliate, eviCore, to provide the following care management/cost-containment programs:	
	Pre-certification of coverage of radiation therapy services.	\$912.00 per episode of care (EOC)
	Pre-certification of coverage of diagnostic cardiology services. <i>(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i>	\$0.19 PMPM
	Pre-certification of coverage of medical oncology services.	\$1,050.00 per episode of care (EOC)

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	Pre-certification of coverage of musculoskeletal therapy services. <i>(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i>	\$0.40 PMPM
	Services related to the coverage of high tech radiology which may include pre-certification. In certain instances, the Plan will pay eviCore a fee on a per member/per month basis for pre-certification, arranging care, and other services that eviCore may render. Such reimbursement will be in addition to the amount that the Plan pays to reimburse the provider through which eviCore arranged for the provision of the service or supply, which will be based on eviCore's contracted rate with that provider. In such instances, Plan Benefits and member cost-share will be determined based on the rate that eviCore contracted to pay the provider for the provision of the service or supply. <i>(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and a charge is not applicable to that membership).</i> eviCore may also charge for services related to the provision of high tech radiology as described below in "Other Vendors and Health Care Services Providers."	Fee reimbursement method and rates may vary by market and are available upon request.
	Pre-certification of coverage of gastroenterology services. <i>(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i>	\$0.09 PMPM
	Pre-certification of coverage for appropriate setting of care/service for high tech radiology services <i>(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i>	No more than \$0.20 PMPM. Billing method may vary by market and is available upon request.

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	Pre-certification of coverage for appropriate setting of care/service for certain medical oncology drugs (redirection may be to Accredo, a CHLIC affiliate).	30.00% of shared savings (where savings is derived from the difference between drug dose cost at higher cost provider initially requested and drug dose cost at lower cost provider). Fee shall not exceed \$5,000.00 per dose for a maximum of three doses resulting in a maximum total of \$15,000.00. Note: CHLIC may retain a portion of the shared savings fee before reimbursing eviCore.
	Pre-certification of coverage of sleep management services. <i>(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i>	\$0.11 PMPM
	Network management and care coordination of coverage of home health, durable medical equipment and home infusion services.	\$0.31 PMPM
	CHLIC may revise charges/fees by giving Employer at least sixty (60) days' prior written notice.	
EXTERNAL REVIEW AND CONSULTATIVE REVIEW FEES		
	When a Member elects an External Review (as that term is defined in the Patient Protection and Affordable Care Act (PPACA)) of a benefit determination by an independent third party, the cost of a specific third party review is dependent on the nature and complexity of the issue on appeal. Third party review charges will be commensurate with the level of expertise necessary and the time required to complete the review.	\$500-\$1,500 Per Review

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STRATEGIC ALLIANCES		
	CHLIC contracts directly or indirectly with other managed care entities and third party network vendors for access to their provider networks and discounts. These third parties charge a network access fee, which is included in CHLIC's monthly charges, as a result of the application of their discounts. Additional details regarding specific charges will be provided upon request.	All Medical Products
OTHER VENDORS AND HEALTH CARE SERVICES PROVIDERS		
	The fixed per person per period and/or fee-for-service charges that CHLIC has directly or indirectly negotiated with Participating Providers for in-network health care services and/or supplies will be charged to the Bank Account and will be used in calculating any applicable Member cost-sharing. In addition, performance-based payments to Participating Providers will be charged to the Bank Account. Such payments will be at the payment rates then in effect, which may be amended from time to time. For certain types of specialty care, including, but not limited to, home health care, durable medical equipment, sleep management, high tech radiology, chiropractic care, acupuncture, physical medicine (such as physical and occupational therapy), speech therapy, orthotics and prosthetics, implants, and hearing, in certain markets CHLIC may contract with various third parties and/or affiliated companies, including eviCore, ("Specialty Vendors") to arrange for the provision of care through their own networks of health care providers on a fee-for-service basis. In addition to arranging for care through their own networks of providers, these Specialty Vendors may also provide additional services, including utilization management services and case management services designed to (i) improve adherence to coverage guidelines; and (ii) contain overall healthcare costs to the Plan. Specialty Vendors are included within the definition of "Participating Provider" set forth in this Agreement and in any benefit booklet covering the Plan. When care is arranged through a Specialty Vendor's network of providers, the form of reimbursement to the Specialty Vendor will be through one of the following methods: • Fee-For-Service Payment: In certain instances, the Plan will pay the Specialty Vendor rather than the treating provider on a fee-for-service basis as a claim for Plan Benefits. The Specialty Vendors' fee-for-service charges may be higher than the amounts that the Specialty Vendor contracts to pay the provider for the provision of any particular	All Products

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	service or supply, and some portion of the Specialty Vendor's charges may be attributable to the services that the Specialty Vendor provides in addition to those services or supplies provided by the Specialty Vendor's network of providers, including any utilization management services and case management services. In such instances, Plan Benefits and member cost-share will be determined based on the Specialty Vendor's charges according to Plan terms. • <u>Administration Capitation Payment</u>: In certain instances, the Plan will pay the Specialty Vendor a fee on a per member/per month basis for arranging care and other services that the Specialty Vendor may render. Such reimbursement will be in addition to the amount that the Plan pays to reimburse the provider through which the Specialty Vendor arranged for the provision of the service or supply, which will be based on the Specialty Vendor's contracted rate with that provider. In such instances, Plan Benefits and member cost-share will be determined based on the rate that the Specialty Vendor contracted to pay the provider for the provision of the service or supply. • <u>All-Inclusive Capitation Payment</u>: In certain instances, the Plan will pay the Specialty Vendor a fee on a per member/per month basis that covers (i) the services that the Specialty Vendor may render, including arranging care, and (ii) the fees charged by the provider through which the Specialty Vendor arranged for the provision of the service or supply. In such instances, Plan Benefits and member cost-share will be determined based on the rate that the Specialty Vendor contracted to pay the provider for the provision of the service or supply. CHLIC's arrangements with Specialty Vendors are subject to change at any time, and upon request, additional information can be provided that identifies current Specialty Vendors, their area of specialty(ies), whether they are CHLIC affiliates, and the form of payment that they currently receive.	
	Notwithstanding the terms of the Plan, CHLIC shall not administer Member cost-sharing with respect to charges made by Cricket Health, Inc. for its personalized, evidence-based approach to managing chronic kidney disease and end-stage renal disease for clinically eligible Members in CA and such cost-sharing expenses shall, instead, be reimbursed by the Plan (not applicable if Employer has opted out).	All Products (excluding HSA Products)

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	NOTICE REGARDING PAYMENTS FROM THIRD PARTIES	
Rebate and Other Remuneration Disclosure (Pharmacy)	CHLIC or its affiliates may contract with pharmaceutical manufacturers or other third parties for Rebates, Manufacturer Administrative Fees, and other remuneration on its or their own behalf and for its and their own benefit, and not on behalf of Employer or the Plan. Accordingly, unless otherwise specified in this Schedule of Financial Charges, CHLIC and its affiliates retain all right, title and interest to any and all actual Rebates, Manufacturer Administrative Fees, and other remuneration received from manufacturers or other third parties; neither Employer, its Members, nor Employer's Plan retains any beneficial or proprietary interest in any such remuneration, which shall be considered part of the general assets of CHLIC and its affiliates. As an example of the remuneration other than Rebates or Manufacturer Administrative Fees that CHLIC or its affiliates may earn, CHLIC or its affiliates may also directly or indirectly earn from pharmaceutical manufacturers remuneration in connection with value payments and/or services that CHLIC provides to Employer ("Value-Based Payments"). Notwithstanding anything in this Agreement to the contrary, any Value-Based Payments earned by CHLIC or its affiliates are separate and apart from any Rebates or Manufacturer Administrative Fees that CHLIC or its affiliates directly or indirectly earn from pharmaceutical manufacturers, and CHLIC and its affiliates may retain any Value-Based Payments it earns. As examples of the value payments and/or services that CHLIC may provide to Employer in connection with Value-Based Payments that CHLIC or its affiliates may earn, CHLIC may provide care management or related services to Employer and/or remit to Employer monetary credits if Members discontinue therapy on certain pharmaceutical products. Information regarding any services, and/or monetary credits or other financial value, for which Employer may be eligible with respect to specific pharmaceutical products or therapeutic classes/conditions, including the products for which monetary credits or other financial value may be available to Employer, the amount of that value, and other payment terms, is available upon request. Any value payments and/or services provided by CHLIC to Employer are subject to change or termination by CHLIC as the value program(s), if any, offered by CHLIC change(s) or terminate(s). Information on the projected aggregate amount of such Rebates with respect to the Plan Pharmacy Benefit will be provided upon request. This provision shall survive termination or expiration of the Agreement.	All Pharmacy Products

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Rebate and Other Remuneration Disclosure (Medical)	CHLIC may directly or indirectly receive and retain payments under contracts with pharmaceutical manufacturers or third parties with respect to Members' utilization of the manufacturer's products covered under the Employer's Plan medical benefit. These payments may include rebates, service fees (e.g. administrative fees), or other remuneration. CHLIC directly or indirectly contracts with pharmaceutical manufacturers or other third parties for any remuneration on its own behalf, based on its book of business, and for its own benefit, and not on behalf of Employer or the Plan. Accordingly, CHLIC retains all right, title and interest to any and all such remuneration received from manufacturer; neither Employer, its Members, nor Employer's Plan retains any beneficial or proprietary interest in any such remuneration, which shall be considered part of the general assets of CHLIC. This provision shall survive termination or expiration of the Agreement.	All Medical Products
Implementation/Referral Fee Disclosure	From time to time, CHLIC, directly or through its affiliates, arranges with third parties (e.g., service vendors, provider network managers) to provide various services (e.g., cost-containment services or health care services) in connection with the Plan. CHLIC and its affiliates may receive payments from such third parties to help defray CHLIC's expenses associated with its implementation and/or ongoing administration of these arrangements or as a reimbursement for services or network access provided to such parties by CHLIC. CHLIC may also receive compensation from third-party vendors that Employer may retain based upon a referral from CHLIC or that Members may utilize following an introduction facilitated by CHLIC or an affiliate. CHLIC may also receive: • network administration fees from some providers participating in its provider network, • credits from banks on balances in accounts utilized to administer claims, • non-material incidental compensation/benefits from other source as a result of administering the Plan.	All Products

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COMPLIANCE ASSISTANCE		
	CHLIC shall provide the following services to assist Employer in meeting its compliance obligations under section 2715 of the Public Health Service Act as added by the Patient Protection and Affordable Care Act and applicable regulations with respect to the provision of the Summary of Benefits and Coverage ("SBC"), translation notice and glossary. Applicable to all medical plans including HRA and FSA which are considered "group health plans" subject to the SBC requirements.	
1.	Preparation of SBC, translation notice. CHLIC will not be responsible for any changes that Employer makes to the SBC.	No charge
2.	Provide SBC, translation notices prepared by CHLIC to Employer electronically as well as any updates or material modifications.	No charge
3.	Include in SBC a summary of benefits administered by carve-out vendor if Employer or carve-out vendor provides CHLIC with necessary carve-out benefit information at least twelve (12) weeks prior to the date the SBCs are to be delivered to Employer.	\$500 for each benefit option under the Plan for which carve-out vendor benefits are included in SBC
ADDITIONAL SERVICES		
Service	Description	Charge
Behavioral Health	Access to inpatient and outpatient behavioral health services and focused utilization review and case management for both inpatient and outpatient, in-network behavioral health services. When applicable, only to Members in CA/NC/VI.	For OAPIN and HRA OAP Products: Included in Medical Access Fee

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Pharmacy Clinical Program(s)	inMynd - is a clinically-based Member and provider comprehensive behavioral health program that includes regular retrospective review of pharmacy and medical claim data to identify certain "at risk" (i.e., members with complex psychiatric conditions using multiple psychotropic medications) member utilization patterns to help both members and providers better recognize, treat and support mental and behavioral health conditions. Narcotics Therapy Management - is a clinically-based provider program that consists of a quarterly, retrospective review of pharmacy and medical claims data which helps to identify those individuals with utilization patterns that may be indicative of risk of substance abuse, overdose, or diversion.	Included at No Additional Cost
Pharmacy Utilization Management Program (Opioid medications and Specialty Drugs)	In administering the Pharmacy Benefit, CHLIC shall apply quantity limits, prior authorization and/or step therapy requirements to certain Specialty Drugs, opioid medications, or other products identified for safety/clinical reasons.	For All Products: Included in Pharmacy Administration Fee
Clinical Program	A targeted condition medication therapy management program in which CHLIC provides support for Members using specialty medications for certain chronic conditions and that are obtained or administered at retail pharmacies or outpatient, office or home health care settings. As part of the program, Members are counseled on their condition, medication side effects, and importance of adherence. For the sake of clarity, if a specialty pharmacy affiliate of CHLIC provides therapy management for specialty medications the pharmacy dispenses to Members, then it does so in its capacity as a specialty pharmacy and not on behalf of CHLIC; CHLIC does not exert direction or control over the pharmacists at any specialty pharmacy affiliate.	Included at No Additional Cost
SafeGuardRx Program	A medication therapy management and cost containment program for select therapeutic conditions such as but not limited to oncology, inflammatory conditions, and multiple sclerosis and select drugs within therapeutic categories. This program seeks to help reduce drug therapy costs through its program offerings. For example, employers may qualify for the payment of discontinuation drug therapy credits and/or the reimbursement of drug therapy through drug cost caps, on select medications and therapeutic conditions. This program may also provide for Member outreach or counseling on select medications. CHLIC reserves the right to revise, modify, or terminate this program, in whole or in part, at any time. Additional and specific program information is available upon request.	Included at No Additional Cost

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Your Health First	A proactive health education and improvement program for Members with a chronic condition. The program involves services that span across the Member's health needs. Behavioral coaching principles and evidence based medicine guidelines are utilized to optimize self-management skills and foster sustained health improvements. The program targets a chronic population at high risk for near term and future high cost medical expenses. Members are identified as having a chronic condition through a variety of sources which may include: claims data, referrals, and self-identification. A variety of resources is provided to those with a chronic condition, including access to online tools, personalized support, and targeted materials. The program includes the following components for those with a chronic condition: • Chronic condition-specific coaching • Pre- and post-discharge calls • Lifestyle management coaching: stress, weight management and tobacco cessation • Treatment decision support and coaching	For OAPIN and HRA OAP Products: Included in Medical Access Fee
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MotivateMe® Incentives Program	The MotivateMe incentive program allows employers to reward Members for taking steps to achieve health goals or make progress towards improving their health. Participating Members can earn rewards for active participation in CHLIC's health improvement programs and activities that focus on prevention, lifestyle and behavior modification and disease management. Participating Members track their incentive activity online and earn rewards as has been designated per the Employer's annual elections. Reward types include: HRA and Healthy Awards Account fund deposits, debit and/or gift cards, and Employer self-administered awards such as HSA fund deposits, healthcare premium adjustment and payroll deposit.	
	Value Package - includes administration of Employer selected CHLIC standard Incentives Program which provides Participating Members with Employer's pre-determined rewards. Activity to trigger incentives may include, but is not limited to, participation in the following available programs: Personal Health Analysis (CHLIC's health assessment), Social Health and Wellness, Wellness Screening (biometric), Online Health Coaching, Pre-Diabetes Digital Coaching, Self-Reported Activities, Steerage (Cigna Home Delivery, Cigna Care Designation, Cigna's Center of Excellence facility steerage), Health Coaching by Phone for chronic conditions, Case Management, Preventive Care (claim verified), and Employer specific programs.	For OAPIN and HRA OAP Products: Included in Medical Access Fee

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One Guide	The One Guide advocacy solution utilizes a multimodal approach to support members and help them successfully navigate the health care system. members are serviced by personal guides that include frontline service staff, as well as clinicians and non-clinician support staff from our medical, behavioral and pharmacy programs. In addition to connecting with personal guides via telephone, members can also interact with personal guides via the click-to-chat feature on myCigna.com (web and app), enabling members to engage with CHLIC and One Guide in the way in which they prefer. One Guide helps simplify and strengthen the connection between members, their benefit plan, and their overall health and well-being. Through personalized and relevant messaging, One Guide proactively engages members with clear ways to save money, stay healthy, and improve health outcomes that lead to a healthy lifestyle. One Guide offers: • education on health plan features, account balances and ways to maximize benefits and earn available incentives • guidance in finding the right doctor, lab, convenience care or pharmacy • immediate connection to health coaches and other resources The goal of One Guide is to help Members take care of what matters most- staying healthy, saving money, and improving health.	For OAPIN and HRA OAP Products: Included in Medical Access Fee
Tiered Benefits	Tiered Benefits is a tiered benefit plan design option made available in certain geographies to groups sponsoring group health benefit plans. Participants with the tiered benefit design are afforded a lower copay or coinsurance level for covered services provided by Tier 1 physicians than if they select an in-network, non- Tier 1 physicians. Tier 1 designated providers may include primary care providers and certain specialists that have the “Cigna Care Designation” and/or are designated as “Tier 1 Provider”. Those primary care providers and specialists get “Cigna Care Designation” status by meeting or exceeding specific quality and cost efficiency criteria.	For OAPIN Products: Included at No Additional Cost

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Transparency in Coverage and Consolidated Appropriations Act, 2021	CHLIC will make available an internet-based self-service tool for use by Members, as well as certain data in machine-readable file format on a public website, as required under the Transparency in Coverage rule. Members can access the cost estimator tool on myCigna.com. Updated machine-readable files can be found on Cigna.com and/or CignaForEmployers.com on a monthly basis. Pursuant to Consolidated Appropriations Act (CAA), Section 106, CHLIC will submit certain air ambulance claim information to the Department of Health and Human Services (HHS) in accordance with guidance issued by HHS. Subject to change based on government guidance for CAA Section 204, CHLIC will submit certain prescription drug and health care spending information to HHS through Plan Lists Files (P1-P3) and Data Files (D1-D8) (D1-D2 for employers without integrated pharmacy product) aggregated at the Market Segment and State level, as outlined in guidance.	Included in Medical Administration Fee
Health Improvement Fund		
Health Improvement Fund	For clinical/wellness/behavioral programs offered by CHLIC that are purchased, CHLIC will establish a Health Improvement Fund in the amount of \$175,000.00. This fund will be used to defray the cost of CHLIC designated and arranged health and wellness improvement programs (e.g. biometric screenings, flu shots) for Employees of Employer and to reward participation in these programs. The Health Improvement Fund is a one-time credit to be used from January 1, 2023-December 31, 2023. Unused funds cannot be rolled over and CHLIC must pre-approve use of the Health Improvement Fund. The Health Improvement Fund shall be extinguished upon notice of termination of the Agreement and any fund amount not used prior to the notice of termination of the Agreement shall only be available to Employer for the purpose of funding the cost of those reimbursable services provided prior to such notice of termination.	

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Employer Fund(s)		
	CHLIC shall establish the following fund(s) to assist the Employer in defraying certain Plan-related expenses. If CHLIC performs a service to be reimbursed by the fund, the fund amount shall be credited during the following settlement. If an external vendor provides the service to be reimbursed by the fund, an invoice from the vendor is required prior to application of fund amounts by CHLIC. Any fund shall be extinguished upon notice of termination of the Agreement and any fund amount not used prior to notice of termination of the Agreement shall only be available to Employer for the purpose of funding the cost of those reimbursable services provided prior to such notice of termination.	
Technology Fund	CHLIC shall make available to Employer the designated amount to be used by Employer to defray its non-standard expenses associated with the technology to implement a new Plan or program subject to the following terms: Fund amount: \$20,000.00 Fund effective date: January 1, 2023 Fund will remain in effect until: December 31, 2023 Unused amounts will not carry over for use. This fund must be used only to defray the cost of communication services offered by CHLIC unless otherwise agreed to by CHLIC.	Included at No Additional Charge
Audit Fund	CHLIC shall make available to Employer the designated amount to be used by Employer to defray its expenses associated with a pre-implementation audit or an ongoing audit of CHLIC's performance of the administrative services under this Agreement subject to the following terms: Fund amount: \$60,000.00 Fund effective date: January 1, 2023 Fund will remain in effect until: December 31, 2023 Unused amounts will not carry over for use.	Included at No Additional Charge

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Onsite Health Coach Services - (80% coaching/20% promotion)	
Cigna Health and Life Insurance Company ("CHLIC") will arrange through its affiliate, Evernorth Direct Health, LLC, A Cigna Company ("Evernorth"), to provide to City of Coral Springs ("Employer") eligible employees ("Participants") wellness coaching and promotion services ("Health Coach Services") at Employer work sites ("Coach Locations"). Services described herein do not constitute professional medical advice or the diagnosis or treatment of Employer's eligible Participants who utilize the Health Coach Services, and are intended to be educational in nature only. Employer and Evernorth are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Evernorth shall provide the following onsite Health Coach Services based on a ratio of approximately 80% onsite wellness coaching services and 20% general onsite wellness promotion services:	
Onsite Wellness Coaching (80%)	The onsite health coach ("Health Coach") shall provide one-on-one coaching sessions for eligible Participants on topics, including: 1. <u>Nutrition</u> a. Establish nutritional health goals collaboratively; b. Collaboratively (Participant and Health Coach) establish coaching for a duration and at a frequency based on the coaching plan; and c. Deliver topic-specific education and referrals, as needed. 2. <u>Physical Activity</u> a. Establish coaching duration and frequency collaboratively between Participant and Health Coach based on the coaching plan; and b. Deliver topic specific education and referrals, as needed. 3. <u>Wellness Education and Referrals For:</u> a. Prevention; b. Women's issues (includes menopause, infertility); c. Children's health issues (includes the importance of vaccines, healthy eating, exercise, etc.); d. Men's health; e. Sleep; f. Stress; g. Weight;

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	h. Other health topics and concerns; and i. Collaboratively (Participant and Health Coach) establish coaching for a duration and at a frequency based on the coaching plan. 4. <u>High Blood Pressure:</u> a. Establish blood pressure reduction goals collaboratively (Participant, Physician and Health Coach); b. Collaboratively (Participant and Health Coach) establish coaching for a duration and at a frequency based on the coaching plan; c. Deliver condition-specific education and referrals, as needed; and d. Identify any Gaps in Care ("GIC") and educate and assist in closing the GICs. 5. <u>High Cholesterol</u> a. Establish cholesterol reduction goals collaboratively (Participant, Physician and Health Coach); b. Collaboratively (Participant and Health Coach) establish coaching for a duration and at a frequency based on the coaching plan; c. Deliver condition-specific education and referrals, as needed; and d. Identify any GIC and educate and assist in closing the GICs. 6. <u>Maternity</u> a. Education on and referrals to Health Pregnancy/Healthy Baby program (if purchased by Employer) or Healthy Babies; b. Education on the importance of prenatal care; c. Leverage clinical guidelines used in existing programs; and d. Coordinate with a lactation consultant. 7. <u>Benefits Navigation</u> a. Deliver basic information concerning benefit resources and tools to maximize benefits, including cost and quality tools, mycigna.com resources, etc.; b. Refer to Employer Human Resources contact for detailed plan questions, concerns, and issues requiring escalation; c. Education and referrals to plan clinical programs (internal and external); and d. Assist employees with health care professional referrals, (e.g., primary care physician or specialist referrals in the network).
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Onsite Wellness Promotion (20%)	Health Coach shall support onsite wellness promotion events and activities for Employer employee population, including: 1. <u>Support One Annual Biometric Event</u> a. Assist with event logistics: suggest times of biometric event, measurements of location space for holding event, and conduct a pre-event interest survey to gauge estimated participation; b. Assist with biometric consultations on the day of biometric event; and c. Promote the event, including posting signage. 2. <u>Support Health Risk Assessment ("HRA") Completion</u> a. Assist with HRA surveys delivered annually to employees; b. Provide wellness coaching and consultations on HRA results; and c. Referrals to clinical programs where appropriate based on HRA results. 3. <u>Deliver Onsite Group Seminars</u> a. Plan and deliver one (1) seminar per quarter, which may be presentation- style "lunch and learn" or a seminar. 4. <u>Deliver Annual Workshops</u> a. Plan and deliver one (1) workshop per calendar year. A workshop is interactive and includes learning activities, and a workshop can be delivered in a single session or multiple sessions. 5. <u>Support Annual Flu Shot Event</u> a. Assist with event logistics; suggest times of flu shot clinic event, measurements of location space for holding event, conduct a pre-event interest survey to gauge estimated participation; and b. Promote the event, including posting signage. 6. <u>Miscellaneous</u> a. Staff a monthly "Stop By" booth theme that is specific to each month and do the same at annual Wellness Fair; b. Develop, monitor and manage a bulletin board topic of the month; and c. Engage employees to establish coaching referrals; and d. Work in collaboration with the Evernorth HealthCare account team to analyze health spending trends and related actions (CAP report analysis).
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Health Coach Staff	
Evernorth shall be responsible for providing Health Coach Staff at the following Employer Locations, commencing on the approximate date ("Commencement Date") listed below for each Coach Location. The Parties will mutually agree in writing (electronic communication with confirmation by both Parties is acceptable) as to when Evernorth will provide or arrange for Health Coach Services at each of the following Coach Locations:	
Coach Locations/Commencement Dates	Staff/ Days and Hours of Operation
Any increase or decrease in the number of wellness coaching office locations (where one-on-one coaching is provided) and/or travel requirements must be mutually agreed upon by the Parties via an amendment to the Services provided for under this Agreement. Any increase or decrease in the number of wellness promotion locations and/or travel requirements must be mutually agreed upon by the Parties in writing (electronic communication with confirmation by both Parties is acceptable).	Evernorth will require ninety (90) days' written notice if Employer requests a decrease in the number of any Health Coach (including requested position holds or vacancies). Full-Time is defined as regularly working forty (40) hours per week, including lunch and breaks. Parties may change Health Coach Hours from time to time, as mutually agreed upon in writing (electronic communication with confirmation by both Parties is acceptable) between the Parties.
<u>Wellness Coaching and Promotion Location:</u> 3100 Coral Hills Drive Suite 207 Coral Springs, FL 33065 <i>Commencement Date: January 2020</i> <u>Wellness Promotion Location (no 1:1 coaching):</u> 9500 W. Sample Road Coral Springs, FL 33065 <i>Commencement Date: January 2015.</i>	Evernorth shall provide or arrange for the provision of the following staff to provide Health Coach Services: One (1) Full-Time Registered Dietitian Health Coach (change to Registered Dietitian effective approximately 2/7/2022). Full-Time is defined as regularly working forty (40) hours per week, including lunch and breaks. Health Coach Services will be available forty (40) hours per week, Monday through Friday, from 9:00 a.m. until 5:30 p.m. ("Health Coach Hours"). Health Coach will divide his/her time between the Coach Locations.
<u>Staffing:</u> All Health Coaches shall be employed by Evernorth (or may be contracted on a temporary basis) or its Affiliate or parent companies. For purposes of this section, "Health Coach" means professionals hired by Evernorth as employees to perform services for Employer under this Agreement. For purposes of this section pertaining to Health Coach employed by Evernorth, Health Coach does not include third party	

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subcontractors performing services under this Agreement. Health Coach does not include anyone hired by Employer or contracted with Employer directly to provide any services related to this Agreement. Evernorth shall recruit, engage, hire, supervise and discharge all Health Coach needed to provide the Health Coach Services. Such Health Coach shall in all events, and for all purposes be employees or subcontractors of Evernorth and not Employer. Evernorth shall comply fully, and shall require its Health Coaches to comply fully, with all federal, state and local laws, regulations, ordinances, codes and other legal provisions applicable to it and its Health Coach in performance of its obligations hereunder, including but not limited to those relating to HIPAA, workers compensation, Social Security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee matters with respect to Health Coach. Evernorth shall be fully responsible for the payment of all salaries, wages, payroll and other compensation, taxes, fees, workers compensation insurance and other charges or insurance levied or required by any federal, state, or local law, regulation or ordinance relating to the employment of the Health Coach. All Health Coaches performing Health Coach Services hereunder shall work under Evernorth's supervision, provided, however, that the Health Coach (as defined herein) shall exercise independent professional judgment within the scope of his or her profession. Employer shall neither have nor exercise control or direction over the means and methods by which Evernorth shall perform Health Coach Services.

Paid Time Off and Leave: Employer acknowledges and agrees that, in addition to company holidays, the Health Coach shall be entitled to paid time off (PTO) and other leave ("Leave") in accordance with applicable law and policies of Evernorth or its parent companies, or applicable contract between health coach and Evernorth. PTO and Leave shall include: (a) vacation days (including purchased days off); (b) personal days; (c) sick days; (d) military leave; (e) caregiver leave; (f) family medical leave (FMLA); (g) disability leave; and (h) other leave in accordance with applicable law and/or current Evernorth policy.

In the event that the Health Coach is absent due to PTO or Leave or there is otherwise an inability to provide the services, Evernorth shall not be required to back-fill the position or provide a substitute during such absence to provide the Health Coach Services hereunder, except in the case where the Health Coach is absent due to any "Extended Absence". An Extended Absence includes military leave, FMLA, long-term disability leave, or any other leave as defined under the current Evernorth Policies. Extended Absences shall not include the inability of the Health Coach in providing Health Coach Services due to: (a) inclement weather conditions, acts of nature, pandemic, or acts of public enemy; (b) PTO; (c) FMLA utilizing paid vacation days; or (d) sick time not considered short term disability under the then current Evernorth Policies. In the event that the Health Coach is absent due to an Extended Absence, Evernorth shall use reasonable efforts to recruit and engage a qualified temporary substitute.

Health Coach Performance. In the event that Employer is dissatisfied with the performance of any Health Coach providing Health Coach Services hereunder, or asserts that any Health Coach has engaged in misconduct as defined by Employer or has materially failed to perform the Health Coach Services in accordance with the Agreement, Employer shall so advise Evernorth immediately and provide in writing the facts necessary to validate the concern or complaint. Evernorth shall promptly consult with Employer as to the nature of the conduct complained of and the severity of Employer's dissatisfaction, and shall endeavor to resolve such issues to the satisfaction of Employer provided such resolution is not unlawful or

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discriminatory. Employer acknowledges and agrees that the policies and procedures of Evernorth or its parent company as to the performance of Health Coach Services shall govern, including any confidentiality requirements contained therein. Employer agrees, where necessary, to cooperate with Evernorth in conducting any investigation or inquiry, and in providing documentation and testimonial support in event of litigation concerning Health Coach misconduct or failure to perform.

Non-Solicitation: During the term of this Agreement, and for a period of one (1) year after expiration or termination of this Agreement for any reason, Employer shall not directly or indirectly, alone or in concert with others, solicit or entice the employee or independent contractor engaged by Evernorth to provide services under this Agreement, to leave the employment or engagement of Evernorth in order to provide substantially similar services as those provided in this Agreement, to or on behalf of Employer, or to otherwise work in competition with Evernorth. Should there be a termination of this Agreement and Employer desires to have a Health Coach work for Employer or another Employer vendor or otherwise serve in a similar capacity to benefit Employer within one (1) year following termination of this Agreement, Employer agrees that it shall reimburse Evernorth all severance costs Evernorth has paid to any and all Health Coach resulting from a termination of the services provided for under this Agreement.

Confidentiality. Employer agrees and acknowledges that the Health Coach will have access to proprietary and confidential information of Evernorth. Employer agrees that any proprietary and/or confidential information of Evernorth that is utilized by the Health Coach in providing the services shall only be used for the purpose of performing the services, and for no other purpose. Employer agrees that such proprietary and/or confidential information will not be shared internally by Employer with any employee who does not have a need-to-know such information for the performance of the services.

Force Majeure. Neither Party will be in default or otherwise liable for any delay or failure of its performance in providing the Services under this Attachment and Agreement to the extent such delay or failure is due to causes beyond the reasonable control of said Party such as, but not limited to, acts of God, acts of public enemy, the elements, adverse weather conditions, fire, floods, riots, strikes, accidents, disease, pandemic, war, governmental requirement, order or shutdown, act of civil or military authority, manufacturer delays, labor or transportation difficulties, acts or omissions of transportation common carriers, or other cause beyond the reasonable control and without the fault or negligence of the affected Party ("Force Majeure Event"). Additionally, Employer understands that in the event of a Force Majeure Event Evernorth's ability to perform in part or in total, or ability to perform onsite, may be limited to the extent required by Evernorth HR minimal standards policies for the protection of Evernorth employees.

Termination of Onsite Health Coach Services:

1. Either Party may terminate onsite Health Coach Services under this Agreement in their entirety or for a

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specific Coach Location by providing the other Party with ninety (90) days' written termination notice. Such termination is effective on the ninety-first (91st) calendar day after the notice is received by the other Party.

2. In the event of a material breach, the non-breaching Party may terminate onsite Health Coach Services provided under this Agreement upon providing sixty (60) days prior written notice to the breaching Party. The Party claiming the right to terminate hereunder shall set forth in the notice the facts underlying the claim that the other Party is in breach of this Agreement. If such breach is remedied to the reasonable satisfaction of the non-breaching Party within sixty (60) days of receipt of such notice, the Health Coach Services shall continue in effect for the remainder of the term. Material breach includes but is not limited to a failure by either Party to perform in whole or in part an affirmative obligation to the other Party the services provided under this Agreement.
3. In the event that the Administrative Services Agreement ("ASA") entered into between Employer and CHLIC terminates for any reason, or in the event that the ASA no longer provides funding for the Health Coach, the Health Coach Services provided for under this Agreement shall automatically terminate upon either event unless Employer separately contracts with Evernorth to pay for the Health Coach directly from Employer funds.

ONSITE HEALTH COACH OFFICE AND IT REQUIREMENTS

Employer acknowledges and agrees that individual one-on-one coaching sessions between the Health Coach and eligible Participants is contingent upon Employer providing, at each Coach Location where one-on-one coaching shall take place, a private, confidential space and internet access as described immediately below, to allow the onsite Health Coach to utilize Evernorth's coaching database. If such private, confidential space with internet access as described below is not provided by Employer at any Coach Location, Evernorth will not perform one-on-one coaching services or reporting for the services provided under this Agreement at such Coach Location(s).

Employer General (Non-IT) Onsite Health Coach Office Requirements. Employer shall provide and maintain an Onsite Health Coach Office in accordance with the following general (non-IT) requirements:

1. **Office Location.** Health Coach Office shall be located in an area that:
 - a. has viable and reliable wireless internet connectivity, preferably not on a basement or underground level; and
 - b. is an accessible area for the general employee population and has access to restrooms and other facility services (cafeteria, break room, etc.).
2. **Office Layout.** Health Coach Office layout requirements include:
 - a. Provides a private environment for Health Coach/employee conversation;

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- b. 120 - 180 square feet of office space;
 - c. Locking office door(s);
 - d. Locking file cabinet and/or locking cabinet;
 - e. At least one (1) electrical outlet;
 - f. One (1) desk with locking drawers (locking desk drawers are not necessary if have locking file cabinet and/or locking cabinet);
 - g. Two (2) chairs (one (1) for Health Coach and one (1) for employee).
3. Office Utilities and Services.
- a. Adequate heating, ventilation, and air conditioning to maintain conditions at appropriate temperatures between 65 ° F. and 75° F during office hours;
 - b. Electricity adequate for computer systems, lighting, normal office use, and heating and air conditioning;
 - c. Adequate lighting for normal office use, and replacement of standard lamps when necessary; and
 - d. Janitorial services for Health Coach Office and restroom facilities (including restroom supplies).
4. Office Signage. Appropriate signage can be placed on or outside the Health Coach office door which:
- a. Identifies the office as the Health Coach location; and
5. Identifies hours the Health Coach is on the campus and a phone number to contact the Health Coach when not in the office but is onsite.

Employer - IT Requirements for Onsite Health Coach Office. At its sole cost and expense, unless otherwise indicated therein, Employer shall provide or arrange for the provision of those Employer obligations set forth below:

- 1. Desktop or laptop computer on Employer's network;
- 2. High Speed Internet Access / VPN Connectivity;
- 3. A minimum 20 Mbps Down / 20 Mbps Up bandwidth connection to enable Health Coach to access to data tracking documentation and reporting system throughout the worksite and any other expanded services that require bandwidth;
- 4. Employer provided network account (with email address);
- 5. Employer provided telephone within Employer network, preferably with speaker phone, voicemail access and message capabilities (including remote access), call waiting, and the ability to make and receive local, long distance and toll-free calls.
- 6. Employer provided printer or access to nearby printer for the computer on Employer's network with appropriate security standards

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aligned with printing Protected Health Information ("PHI"). Minimal requirements include:

- a. printer must be nearby and accessible so that PHI may be retrieved immediately; or
 - b. apply appropriate access controls to the printer area.
7. Employer shall ensure that High Speed Internet services are available to the building and extended to the Health Coach Office. If no internet service providers have services established to the building, Employer shall be responsible for all costs associated with establishing service to the building and installation of the line, including but not limited to trenching, wiring, materials and labor charges.
 8. Employer IT resource to coordinate with internet service provider and assist Evernorth IT resource to troubleshoot connectivity issues within four (4) hours from the time the issue is reported.
 9. Service availability contingent on construction timeframe deliverable (if applicable):
 - a. Employer shall provide Evernorth with a detailed timeline on construction activities and completion dates.
 - b. The Employer-supplied computer is used for collaborative side-by-side workstation sessions to help Participants complete online health assessments, look up online health information, navigate www.mycigna.com and other e-sessions where the Health Coach and Participant need to use e-health technology. The Employer-supplied printer is used for printing e-health reports.
 - c. Employer IT shall support their IT equipment provided in the onsite health coach office. Evernorth IT will participate in collaborative troubleshooting, if required.
 - d. If Employer is unable to meet IT Requirements, Evernorth will suggest any reasonable alternate accommodations that will help allow the Health Coach to provide the Health Coach Services. This may include having the Health Coach work some hours remotely, which may reduce the hours available for the Health Coach to conduct fact-to-face coaching services at the Employer's location. Employer understands Health Coach Services may be impacted if Employer does not meet IT Requirements.

Evernorth – IT Requirements for Onsite Health Coach Office. At its sole cost and expense, unless otherwise indicated therein, Evernorth shall provide or arrange for the provision of those Evernorth obligations set forth below:

- a. Evernorth Laptop for Health Coach;
- b. One Evernorth printer which will be connected to the Evernorth Laptop for Health Coach reports;
- c. Paper shredder;

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- d. Air card and cell phone for Health Coach; and
- e. Evernorth IT supports this IT equipment above provided to our Evernorth Health Coach.

EVERNORTH HEALTH COACH FEES

For the Health Coach Locations listed above for the Renewal Term of 1/1/2023 -12/31/2024, Health Coach Services are provided at no additional cost to the Employer, all Fees related to the Health Coach shall be included as part of Employer's self-funded health benefit plan administered by CHUC.

Exhibit B – Services

BANKING AND ADMINISTRATION		
Excluding Health Savings Account		
	Furnishing CHLIC's standard Bank Account activity data reports to Employer as and when agreed upon. CHLIC's administration of the Plan does not include performing obligations, if any, under state escheat or unclaimed property laws. It is Employer's responsibility to determine the extent to which these laws may apply to the Plan and to comply with such laws.	All Products
	If Employer has elected, pursuant to section 63 of the New York Health Care Reform Act of 1996 (section 2807-t of the Public Health Law) ("the Act"), to pay the assessment on covered lives set forth in section 63 and has consented to the conditions set forth in section 63, CHLIC shall file such forms and pay such surcharge and assessment on covered lives on behalf of Employer through the Bank Account to the extent set forth in section 63. Such obligation shall end immediately upon Employer's failure to provide any information required by CHLIC to fulfill this obligation, the failure to comply with any requirement imposed upon Employer pursuant to the Act or the failure of Employer to sufficiently fund the Bank Account. In addition, where permitted and agreed to by CHLIC, CHLIC will file applicable forms and pay on behalf of Employer and/or the Plan any assessment, surcharge, tax or other similar charge which is required to be made by Employer and/or the Plan based on covered lives and/or paid claims or otherwise in accordance with and as required by other applicable state and/or federal laws and regulations and the Bank Account will be charged for any such payments made by CHLIC. CHLIC's obligation to pay on behalf of Employer shall end immediately upon Employer's failure to sufficiently fund the Bank Account.	All Medical, Dental and Pharmacy Products
CLAIM ADMINISTRATION		
Excluding Health Savings Account		
	Calculate benefits, check and/or electronic payments disbursed from the Bank Account. Bank Account payments will appear in Employer's standard Bank Account activity data reports.	All Products
	CHLIC's generic claim forms are made available to Employer and eligible individuals.	All Products
	CHLIC's Special Investigations Unit will investigate, pend, recommend denial of claims in whole or in part, and/or reprocess claims, as appropriate.	All Products
	Discuss claims, when appropriate, with providers of health services.	All Products

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	Perform, based on CHLIC's book of business internal audits of plan benefit payments on a random sample basis.	All Products
	Claim control procedures reported annually in Statement on Standards for Attestation Engagements (SSAE) No. 18 Report (or any applicable successor thereto).	All Products
	Respond to Insurance Department complaints.	All Products
	Designated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	All Products
	Member Explanation of Benefit ("EOB") statements including, when applicable, notice of denied claims, denial reason(s) and appeal rights.	All Products (excluding Pharmacy)
	Verify enrollment and eligibility using Member information submitted by Employer and/or its authorized agent.	All Products
Medical Only		
	CHLIC's generic enrollment form is made available to Employer and eligible individuals.	All Medical Products
	CHLIC's standard ID card with toll-free telephone number are prepared and delivered to Members.	All Medical Products
	Administration of subrogation/conditional Claim Payment (terms described in Exhibit E).	All Medical Products
Dental Only		
	CHLIC's generic enrollment form is made available to Employer and eligible individuals.	All Dental Products
	CHLIC's standard ID card is a generic card, prepared and delivered to Members.	All Dental Products
	Standard Dental predetermination of benefits for dental procedures on a voluntary basis.	All Dental Products
	When elected, the Cigna Oral Health Integration Program® (OHIP) includes the provision of administrative services necessary to provide eligible Members with certain health conditions enhanced dental benefits. The program covers the following conditions: Maternity, Diabetes, Cardiovascular Programs, cerebrovascular disease (stroke), chronic kidney disease, organ transplants and head/neck cancer radiation, and is aimed at improving overall health by encouraging Members to obtain needed dental treatment by providing enhanced benefits. As appropriate, OHIP may be expanded to include new procedures, conditions and programs in the future.	All Dental Products

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Health Care Flexible Spending Account and Dependent Care Flexible Spending Account Only		
	Providing generic enrollment forms and reimbursement request forms to Employer for use in connection with Health Care Flexible Spending Account ("FSA") and/or Dependent Care Flexible Spending Account ("DFSA") under which eligible employees (collectively "FSA Members") may elect to reduce their salary on a pre-tax basis up to the IRS maximum contribution allowed for deposit into a FSA and/or DFSA.	FSA and DFSA Products
	At the end of each reimbursement period of the Plan Year, CHLIC shall issue payments to the extent that funds remain in each FSA Member's account, for the amount that is determined by it to be proper under the Plan. At the end of the final reimbursement period of the Plan Year, CHLIC shall issue payments for any amount then due for those expenses that are determined by it to be proper under the Plan.	FSA and DFSA Products
	Allowable expenses for reimbursement under a DFSA include all allowable expenses incurred for the care of dependents pursuant to I.R.C. Sections 125 and 129.	DFSA Products
	Allowable expenses for reimbursement under a FSA include all allowable health-related expenses, pursuant to I.R.C. Sections 125 and 213 except where reimbursement under a FSA is prohibited.	FSA Products
	FSA Member accounts will remain open after conclusion of the Plan Year until April 30, (the "Run Out Period"), so that FSA Members can submit any remaining expenses incurred but not paid out during the Plan Year. Separate account balances will be maintained as per FSA Member's election for the new Plan Year.	FSA Products
	FSA Member account balances will remain open after conclusion of the Plan Year until April 30 (the "Run Out Period"), so that FSA Members can submit any remaining expenses incurred during the Plan Year. For employees enrolled in the FSA on the last day of the Plan Year, claims incurred in the first 2 ½ months following the end of the Plan Year can also be submitted during the Plan run out period and applied to Plan Year unused funds. Separate account balances will be maintained as per FSA Member's election for the new Plan Year.	DFSA Products
	The amount allowed by Applicable Law (or a lesser amount as defined by the Employer, however not less than the Minimum Carryover amount allowed as defined by the Employer) will carry over into the subsequent Plan Year causing the FSA Member to be automatically enrolled, regardless of FSA Member's election for the subsequent Plan Year. FSA Members will have the right to opt out of Carryover with notification of their intent to opt out to be given prior to the end of the Plan Year. The account balances for any FSA Members who have opted out of Carryover will remain open after conclusion of the Plan Year until April 30, (the "Run Out Period"), so that FSA Members can submit any remaining expenses incurred but not paid out during the Plan Year. FSA Members who have enrolled in a Health Savings Account for the new Plan Year will be assumed	FSA Products

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	to be enrolled in a Limited Purpose FSA, if available. The Carried Over FSA balance will be available through the April 30 (the "Run Out Period"), so that FSA Members can submit any remaining expenses incurred during the Plan Year. The Carried Over balance will also be available both during and beyond the April 30 (the "Run Out Period"), for claims incurred during the new Plan Year, and will be supplemental to the FSA Member's current Plan Year contribution election, if applicable.	
	Reimbursement requests of terminating FSA Members will continue to be processed for 90 days following termination of FSA Membership for any expenses incurred prior to the FSA Membership termination date. In the case of a DFSA, reimbursement will be up to the balance in the DFSA and in the case of a FSA, reimbursement will be to the originally selected goal amount, minus prior reimbursements, regardless of whether this amount has been funded.	FSA and DFSA Products
	For FSA payments that are not made with a Debit Card but are a result of automatic claim forwarding ("AutoPay") of medical or dental claims from a medical or dental plan administered by CHLIC or Direct Submit Request For Reimbursement, an explanation of payment will be mailed to the FSA Member at their home address or, if elected, provided electronically. An explanation of payment is not issued for FSA payments that are issued to a pharmacy at the point of service as a result of automatic claim forwarding from the employee's pharmacy Plan.	FSA Products
	For DFSA payments made as a result of a Direct Submit Request For Reimbursement, an explanation of payment will be mailed to the DFSA Member at their home address or, if elected, provided electronically.	DFSA Products
	An 800 number directly linked to CHLIC's Member Services will be available for FSA Members' questions and status inquiries. This 800 number will be listed in the instructions on the reimbursement request form as well as having access to account information via Internet.	FSA and DFSA Products
	The Employer will identify through eligibility submission, FSA Members who elect to have medical and pharmacy claims processed but unpaid by CHLIC automatically submitted ("rolled over") to their FSA. Such rollover claims will be processed without additional submissions by the FSA Member and CHLIC shall be entitled to rely on the Employer's submission of the FSA Member's rollover election that the submitted expenses were properly incurred, not reimbursable from any other source and are eligible for payment under the regulations governing flexible spending accounts.	FSA Products
	When CHLIC takes over a FSA administration mid-Plan Year, CHLIC will provide administration services from the date CHLIC receives the FSA Plan information for claims incurred anytime during the Plan year.	FSA and DFSA Products

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	For employees enrolled in a health care FSA plan with a debit card, a debit card will be issued to each FSA Member (employees enrolled in both a health care FSA plan with a debit card and a Health Reimbursement Account plan with a debit card will only receive one debit card covering both plans). The card is pre-loaded with the FSA Member's annual Health Care FSA goal amount for the Plan Year. Plan Year FSA funds are available using the debit card for transactions actually processed during the Plan Year period. The card does not access funds from a prior Plan period unless the Plan has the extended claim period and the Employee re-enrolls in the FSA for the subsequent period. If an Employee terminates their FSA Plan or does not re-enroll in the FSA, the debit card will be de-activated and will not be available for use after the last day of the Employee's FSA enrollment. The card is used by the FSA Member to access available FSA funds based upon the submitted goal amount less amount paid Plan Year to date from the fund. Since debits made with the card are not submitted by the card vendor to CHLIC in real-time but only on a daily basis, Employer agrees to fund all debits made by the FSA Member through the daily feed from the card vendor that indicates the FSA Member account is exhausted. The card is restricted to specific merchant types that are considered health care related. Although the card is limited to these types of merchants, the card does not limit specific items within these merchants. When the debit card is used, funds are automatically deducted from the FSA. FSA Members may be required to submit receipts to CHLIC to substantiate debit card expenditures. If appropriate substantiation is not received, the debit card will be suspended and no longer available for use.	FSA Products
Health Reimbursement Account (HRA), Healthy Awards (HA) and Healthy Future (HF) Only		
	Providing reimbursement request forms to Employer.	HRA Products
	Employer will make available specific funds to eligible employees enrolled in the HRA, HA and/or HF as applicable (" Participating Members "). At the end of each reimbursement period of the Plan Year, CHLIC shall issue payments to Participating Members (or their medical provider, if appropriate) to the extent of the maximum amount of payment allowed by Employer reduced by prior reimbursements for the same period of coverage, for the amount that is determined by it to be proper under the Plan.	HRA Products
	Allowable expenses for reimbursement under a HRA, HA and/or HF, as applicable, include all allowable health-related expenses, pursuant to I.R.C. Section 213 except where payment for any such products is prohibited. The Employer can further limit the allowable expenses as agreed to by the Employer during implementation.	HRA Products

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	Account balances for Participating Members active until the end of the Plan Year will remain open after conclusion of the Plan Year for a period of one year, (the "Run Out Period"), so that such Participating Members can submit any remaining expenses incurred during the Plan Year.	HRA Products
	A Participating Member's request to terminate his/her enrollment in the HRA, HA, and/or HF, as applicable, will continue to be processed for one year following termination for any expenses incurred prior to his/her termination date up to the originally selected goal amount, minus prior reimbursements.	HRA Products
	For reimbursement payments that are made as a result of automatic claim forwarding ("AutoPay") of medical claims from a medical plan administered by CHLIC or Direct Submit Request For Reimbursement, an explanation of payment will be made available to the Participating Member. An explanation of payment is not issued for payments that are issued to a pharmacy at the point of sale as a result of AutoPay from the employee's pharmacy Plan or for any Debit Card transactions.	HRA Products
	Providing information on account balances and submitted claims to Participating Members calling the number on the ID card. In addition, Participating Members will have access to account information via Internet and mobile app.	HRA Products
	When automatic claim forwarding ("AutoPay") is turned on, medical claims processed but unpaid by CHLIC will be automatically submitted for reimbursement from the HRA and/or HA Participating Member's HRA and/or HA account. Such "rollover" claims will be processed without additional submissions by the Participating Member.	HRA Products
	When CHLIC takes over HRA, HA and/or HF administration mid-Plan Year, CHLIC will provide administrative services from the date the Plan information is received.	HRA Products
	Pharmacy claims: Eligible pharmacy expenses, under the HRA, HA and/or HF that are processed but unpaid by CHLIC may be automatically submitted ("rolled over") to the Reimbursement Accounts Claim Office for reimbursement from the Participating Member's HRA, HA and/or HF account if the AutoPay option is enabled. Such rollover claims will be processed without additional submissions by the Participating Member. When pharmacy is covered and Cigna Pharmacy is the pharmacy vendor, the HRA, HA and/or HF will automatically pay the pharmacy through the HRA, HA and/or HF at the point of sale for all Participating Member obligations under the pharmacy Plan including deductibles, copays, and/or coinsurance obligations. A Participating Member will not receive an Explanation of Benefits for these payments.	HRA Products

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PLAN BOOKLET		
	Prepare and make accessible Member benefit booklet drafts to Employer.	All Products
UNDERWRITING SERVICES		
	5500 Schedule C reporting.	All Products
	5500 Schedule A or Annual Reconciliation Disclosure reporting (when applicable)	All Products
	CHLIC's standard Underwriting services: a) benefit design analysis b) projected cost analysis.	All Products
HIPAA INDIVIDUAL RIGHTS		
	Handling of requests from Members for access to, amendment and accounting of protected health information, and requests for restrictions and alternative communications as required under federal HIPAA law and regulations, as set out in this Agreement and its Exhibits.	All Products
COST CONTAINMENT		
	Maximum reimbursable charge determinations of non-Participating Provider charges for covered services.	All Medical Products (with out-of-network benefits)
	CHLIC's standard cost containment controls: Application of non-duplication and coordination of benefits rules and coordination with Medicare.	All Medical Products
	Delivery of information, as necessary, regarding standard application of non-duplication or coordination of benefits.	All Medical and Dental Products
	Review of medical bills in accordance with CHLIC's then current Medical Bill Review program.	All Medical Products
	Pharmacy Cost Containment, as described in the Schedule of Financial Charges.	All Pharmacy Products
	Medical Cost Containment, as reflected in the Schedule of Financial Charges.	All Medical Products
	Annual reporting of CHLIC's standard cost containment results upon Employer's request.	All Medical and Dental Products
REPORTING		
	Summary reports of medical, dental and pharmacy cost and utilization experience (where applicable), upon completion of internal report generation, are available through Cigna's web site, CignaforEmployers.com.	All Medical, Dental and Pharmacy Products
	CHLIC's standard pharmacy utilization reports.	Pharmacy Product Only

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	Claim Reporting: CHLIC will provide standard banking and financial report information based upon paid claim data. CHLIC will not provide information on incurred-but-not reported claims, projected claims, pre-certifications of coverage, case management information or information on a Member's prognosis or course of treatment.	All Medical and Pharmacy Products
	Individual Stop Loss Reporting is an optional service provided at an additional fee to employers who have individual stop loss through another entity other than CHLIC. CHLIC will provide its standard Individual stop loss reporting package, which includes banking and financial information based upon paid claims data, only after the stop loss carrier and Employer have executed CHLIC's standard Hold Harmless/Confidentiality Agreement. Aggregate Stop Loss Reporting is not included as part of the standard reporting package and is not provided. CHLIC will not provide documentation and information, including but not limited to, incurred-but-not-paid claims, projected claims, pre-certifications of coverage, case management records and notes, course of treatment or prognosis, and internal audits. CHLIC does not allow stop loss carriers to audit CHLIC's claims administration under the medical benefit plan, however, the Employer's audit rights are set forth in the Agreement. For the sake of clarity, as it is possible that certain information, documentation, data and/or reports that are required by the stop loss carrier prior to reimbursement under Employer's stop loss policy will not be available for stop loss policy administration, Employer is responsible for verifying any such required information with its stop loss carrier.	All Medical Products
	CHLIC's standard management and statistical reports for Employer.	FSA and DFSA Products
	CHLIC's standard Individual Summary Statements for applicable participating Members.	FSA, DFSA and HRA Products
	CHLIC's standard Health Reimbursement Account, Healthy Awards and/or Healthy Future activity report for Employer.	HRA Products

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COMPLIANCE		
	Employer directs CHLIC in administering the Health Care Flexible Spending Account, Healthy Awards, Healthy Futures and/or Health Reimbursement Account benefit to comply with COBRA as follows:	
	Each FSA Member who experiences a qualifying event and elects continuation of account coverage in accordance with COBRA will be maintained until the earlier of the end of the Plan Year, the exhaustion of the FSA balance or other termination of the FSA.	FSA Products
	FSA Members electing continuation of FSA coverage under COBRA will continue contributions at a rate not to exceed 102% of the applicable premium. The Employer may require after-tax contributions, or may allow the continuant to elect a lump-sum salary reduction in the amount required in contributions for the remainder of the coverage period.	FSA Products
	FSA Members who continue under COBRA and whose contributions have been made as required may submit Reimbursement Requests for themselves and any eligible dependents, for expenses incurred before or after the date of the qualifying event but prior to the end of the coverage period. Requests may be submitted until the earlier of the end of the Plan Year or the termination of the FSA, including any applicable Run-Out Period.	FSA Products
	The HRA, HA and/or HF of each HRA, HA and/or HF Participating Member who experiences a qualifying event and elects continuation of account coverage in accordance with COBRA will be maintained similar to the maintenance of an active Employee. HF Participating Members that have not met their vesting requirements determined by the plan are not required to be offered COBRA for the HF.	HRA Products
MEMBER EXTERNAL REVIEW PROGRAM		
	CHLIC contracts with a minimum of three (3) independent review organizations that meet the Patient Protection and Affordable Care Act (PPACA) external review requirements. Members may appeal eligible claims requiring medical judgment to an external independent review organization which is selected by CHLIC on a random basis. If Employer has chosen not to participate in this program, the Employer may be responsible for making other arrangements to meet the Patient Protection and Affordable Care Act (PPACA) external review requirements.	All Medical Products

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MEDICAL MANAGEMENT SERVICES		
	CHLIC provides integrated medical management that includes (depending upon the terms of the Plan) the following core services.	
	Pre-Admission Certification and Continued Stay Review (PAC/CSR) services to certify coverage of acute and sub-acute inpatient admissions/stays or provides guidance to appropriate alternative settings. Administered in accordance with CHLIC's then applicable medical management and claims administration policies, practices and procedures.	All Medical Products
	Case Management, a service designed to provide assistance to a Member who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support.	All Medical Products
	Assist providers with resources and tools to enable them to develop long term treatment plans in the management of chronic or catastrophic cases.	All Medical Products
	The Cigna HealthCare Healthy Babies Program is an educational program which provides Member with prenatal care education and resources to help them better manage their pregnancy. Other benefits of this program include the Health Information Line, high risk maternity and pregnancy information on myCigna.com.	All Medical Products
	HealthCare Cost and Quality tools available on myCigna.com and myCigna mobile app.	All Medical Products
	A panel of physicians and other clinicians to assess the safety and effectiveness of new and emerging medical technologies. The panel meets monthly to review and update coverage policies.	All Medical Products
	Health Information Line is a service that provides twenty-four (24) hour toll free access to nurses who provide convenient and confidential services. Health Information Line nurses can help guide Members in finding the right care, make informed decisions about symptom-based health issues the Member is experiencing when they call the Health Information Line and recommend appropriate settings for care. Health Information Line nurses can help inform and educate Members about a wide variety of health and medical information, including access to a library of English and Spanish podcasts.	All Medical Products
	Cigna LifeSOURCE Transplant Network® contracts with more than one hundred seventy (170) independent transplant facilities which includes over eight hundred (800) transplant programs and provides access to solid organ and bone marrow/stem cell transplantation while improving cost containment and reducing financial risk.	All Medical Products
	A health education program that delivers mailings to Members with certain conditions.	All Medical Products

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	Behavioral health services are provided/arranged by a CHLIC affiliate (details available upon request), including utilization review and case management for both inpatient and outpatient, in-network behavioral health services.	OAPIN and HRA OAP Products: (All Members)
	Implement a quality oversight process that includes monitoring of utilization management performance measurements and a continuous quality improvement process when warranted.	All Medical Products
	Transition of care services to allow Members with defined conditions to continue treatment with non-Participating Providers after enrollment for continued uninterrupted care for a limited time.	All Medical Products Except Comprehensive and Indemnity
	Focused utilization management of outpatient procedures and identification of appropriate alternatives. Administered in accordance with CHLIC's then applicable medical management and claims administration policies, practices and procedures.	All Medical Products with Care Management Preferred
NETWORK MANAGEMENT SERVICES		
	CHLIC, and/or its affiliates or contracted vendors shall:	
	Provide or arrange access to the applicable network of Participating Providers to furnish health care services/products to Members at negotiated rates and methods of reimbursement (e.g. fee-for service, fixed per person per period, per diem charges, incentive bonuses, case rates, withholds etc.). The amount and type of negotiated reimbursement may vary depending upon the type of plan. For example, a hospital may accept less for patients enrolled in certain types of plans than others. In addition, CHLIC may contract with Participating Providers and other parties (for example Independent Practice Associations) for performance-based incentive payments to promote quality of care, patient safety and cost efficiency.	All Medical and Pharmacy Products
	Provide or arrange access to the applicable network of Participating Providers to furnish health care services/products to Members at negotiated rates and methods of reimbursement (e.g. fee-for service, fixed per person per period, per diem charges, incentive bonuses, case rates, withholds etc.). In addition, CHLIC may contract with Participating Providers and other parties for performance-based incentive payments to promote quality of care, patient safety and cost efficiency;	All Dental Products

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	Credential and re-credential Participating Providers in accordance with CHLIC's credentialing requirements and ensure that third-party network vendors credential/re-credential Participating Providers in accordance with CHLIC's requirements;	All Medical, Dental and Pharmacy Products
	Monitor Participating Provider compliance with protocols and procedures for quality, Member satisfaction, and grievance resolution;	All Medical, Dental and Pharmacy Products
	Facilitate the identification of Participating Providers by Members; and	All Medical, Dental and Pharmacy Products
	Designated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	All Medical, Dental and Pharmacy Products
	Access to online and/or on demand medical and health-related consultations via secure telecommunications technologies, telephones and internet are permitted and may include MDLIVE, a CHLIC affiliate (see details on myCigna.com).	All Medical Products
BEHAVIORAL HEALTH		
	CHLIC has contracted with an affiliate (details available upon request) to provide or arrange for the provision of managed in-network behavioral health services, the affiliate is a Participating Provider, and is reimbursed primarily on a monthly fixed fee basis. This fixed fee for behavioral health services will be paid as claims and will appear in Employer's monthly reporting and on financial documents. Such payments will be at the relevant monthly rates then in effect. The monthly rates paid to the affiliate vary depending on geographic location of Members and on benefit design, and may be subject to change. The rates will be made available upon request. The fixed fee also includes applicable lifestyle management programs. Behavioral claims from a client specific network are not included in the behavioral monthly fixed fee and will be paid from the Bank Account. In some states, payment for behavioral health services must be paid on a fee-for-service basis. In these states, fee-for-service payments for behavioral health services and the behavioral health administrative fee (including the applicable lifestyle management programs) will be paid from the Bank Account as claims and will appear in Employer's monthly reporting.	These services are included in the following products: OAPIN and HRA OAP Products

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EVERNORTH CARE GROUP SERVICES	
The Cigna HealthCare of Arizona, Inc. staff model Evernorth Care Group (formerly known as Cigna Medical Group or “CMG”) is a multispecialty participating provider group located in metropolitan Phoenix, Arizona. Evernorth Care Group’s integrated care delivery model and population health management team work together to facilitate the way in which patients and doctors communicate and interact in order to increase patient satisfaction and improve health outcomes. Plan Participants may at some time receive treatment from an Evernorth Care Group facility or provider even if they do not reside in Arizona (as when traveling). Plan Participants utilizing Cigna participating provider networks in Arizona may access certain specialty and/or ancillary services (such as imaging and urgent care services) through the Evernorth Care Group system. For covered services provided to Participants, Evernorth Care Group is paid at the rates in effect at the time of service (as may be revised from time to time). Representative rates for routinely performed services are attached to the Schedule of Financial Charges herein. A complete copy of the rates is available on request under a mutually agreed nondisclosure agreement (“NDA”). If the Plan requires or allows Participants to select a primary care provider (“PCP”), Phoenix area Participants who do not select a PCP during open enrollment may be assigned to or otherwise encouraged to consider an Evernorth Care Group PCP. Evernorth Care Group has established collaborative referral relationships with specialty and ancillary providers in Cigna's affiliate and participating provider networks. Evernorth Care Group may also receive applicable performance-based incentive payments for its participation in programs designed to improve quality, patient safety and affordability. The incentive payments that Evernorth Care Group may receive will be determined using the same performance measures and reward formula as used in determining the incentive payments made to similarly situated non-Cigna affiliated provider entities. The amount of the incentive payments made to Evernorth Care Group and attributable to the plan will be provided upon request.	All Medical Products

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**CIGNA HEALTHCARE OF ARIZONA - EVERNORTH CARE GROUP
REPRESENTATIVE RATES FOR ROUTINELY PERFORMED MEDICAL SERVICES**

EFFECTIVE JANUARY 1, 2020
(Applicable to Open Access Plus Products)

Department	CPT Code*	Description	Rate
All Departments	99213	OFFICE VISIT, EST EXP PROB FOC	\$73.81
Adult Medicine	99396	WELL EXAM, EST, 40-64 YEARS	\$126.72
Pediatrics	99392	WELL EXAM, EST, 1-4 YEARS	\$106.46
Ophthalmology	66984	REMOVE CATARACT, INSERT LENS- Professional Fee only, at a facility	\$641.43
Podiatry	11721	DEBRIDEMENT NAIL SIX OR MORE	\$45.51
Radiology	71046	CHEST X-RAY, PA & LAT	\$31.28
Radiology	77067 & 77063	SCREENING MAMMOGRAPHY DIGITAL	\$189.64
General Surgery	47562	LAPAROSCOPY;CHOLECYSTECTOMY- Professional Fee only, at a facility	\$666.13
Optometry	92014	EYE EXAM & TREATMENT	\$126.12
ASC (Ambulatory surgical center) / Endoscopy Suite	Grouper 2		\$469.00
ASC Endoscopy Suite	Grouper 8		\$1,104.00

** Medicare does not assign (or may not yet have assigned) relative value units (RVUs) for certain service codes. Codes not valued by Medicare are referred to as "gap codes." For example, Medicare does not assign values for wellness service codes (99381-99397). Evernorth Care Group refers to The Essential RBRVS (Annual) guide to obtain relative values for such gap codes for billing purposes. Typically, Cigna pays Evernorth Care Group for gap codes not valued by Medicare either at the discounted fee schedule referenced above or, for new codes not yet valued by Medicare, at the same rate it pays its other participating providers.*

The Urgent Care case rate excluding radiology and laboratory services is \$135.

Appendix A – Pharmacy Benefit Management Services

PHARMACY BENEFIT MANAGEMENT - DEFINITIONS

Definitions

Any capitalized term not defined below shall have the meaning given to such term in the Agreement. Any capitalized term utilized in the Schedule of Financial Charges or Exhibit B shall have the meaning given to such term in the Agreement, including the meanings set forth below.

- "Actuarially Estimated" shall mean that the discount(s) listed in the Schedule of Financial Charges are estimated, but not guaranteed, to result in a particular average discount for Covered Drugs administered by CHLIC under this Agreement. Actuarially estimated discounts are calculated based on evaluation of an expected distribution of drug utilization across CHLIC's aggregate group client book of business. As measured in the aggregate for Employer's Pharmacy Benefit, Employer's average discount results may vary based on the Plan-specific factors such as drug mix utilization.
- "Authorized Generic" shall mean a pharmaceutical product sold, licensed, or marketed under a new drug application (NDA) approved by the Food and Drug Administration (FDA) under section 505(c) of the Federal Food, Drug and Cosmetic Act (FFDCA) that is marketed, sold or distributed under a different labeler code, product code, trade name, trademark, or packaging (other than repackaging the listed drug for use in institutions) than the innovator brand name drug.
- "Average Wholesale Price" or "AWP" shall mean the average wholesale price of a Covered Drug as established and reported by Medi-Span. The applied AWP of a Covered Drug shall be the AWP for the actual eleven (11) digit National Drug Code ("NDC"), Covered Drug specific, quantity appropriate actual package size (or the manufacturer-packaged quantity closest to the dispensed size), submitted by a Retail Pharmacy, Home Delivery Pharmacy, or Specialty Pharmacy at the time that the Covered Drug is adjudicated. Notwithstanding any other provision in this Agreement, in the event of any major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, including, for example, any change in the markup, methodologies, processes or algorithms underlying the published AWP(s), CHLIC may adjust any or all of the Rebates, charges, rates, discounts, guarantees and/or fees in connection with CHLIC's administration of the Pharmacy Benefit hereunder, including any that are based on AWP, as it reasonably deems necessary to preserve the economic value or benefit of this Agreement to CHLIC as it existed immediately prior to such change. Additionally, and notwithstanding any other provision in this Agreement, CHLIC may replace AWP as its pharmaceutical pricing benchmark with an alternative benchmark and/or may replace Medi-Span, or other such publication, as its source for the AWP or alternative benchmark with a different pricing source, provided that CHLIC adjusts any or all such AWP-based charges or such alternative benchmark-based charges as it reasonably deems necessary to preserve the economic value or benefit of this Agreement to CHLIC as it existed immediately prior to such replacement or immediately prior to the event(s) giving rise to such replacement, as the

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case may be.

- "Biosimilar" shall mean a biological product that is licensed by the FDA as a biosimilar pursuant to Section 351(k) of the Public Health Service Act, 42 U.S.C. 262(k), based upon a showing that it is highly similar to a single FDA-licensed biological product, known as a reference product, and has no clinically meaningful differences compared to the reference product in terms of safety, purity, and potency. A biosimilar biological product may be licensed by the FDA as biosimilar or interchangeable, and in either case such biological product is a Biosimilar for the purposes of this Agreement.
- "Brand Drug" shall mean a pharmaceutical product, including a Covered Drug that is a prescription drug, including over-the-counter drugs dispensed pursuant to a prescription, medicine, agent, substance, device, supply or other therapeutic product that is not a Generic Drug. Except if and where the language expressly states otherwise, a Brand Drug does not include a Specialty Brand Drug for ingredient cost discount purposes.
- "Cigna Home Delivery Pharmacy" shall mean a duly licensed pharmacy operated by CHLIC or its affiliates, where prescriptions are filled and delivered via the mail service, which may include, for example, Accredo Health Group, Inc., ESI Mail Pharmacy Service, Inc., Express Scripts Pharmacy Inc., Express Scripts Specialty Distribution Services, Inc. and Lynnfield Drug, Inc. (dba Freedom Fertility Pharmacy).
- "Claim," for purposes of this Appendix A, is a claim or request for coverage under the Pharmacy Benefit.
- "Compound Drug" shall mean a medication that (a) is comprised of two or more gaseous, solid, semi-solid, or liquid ingredients (other than water or flavoring added to any preparation) that are weighed or measured at a pharmacy and then prepared according to the prescriber's order and the pharmacist's art; (b) contains at least one FDA-approved federal legend drug as an active ingredient; (c) is not otherwise generally available in its compound form; and (d) is not a compound preparation administered by infusion or injection.
- "Covered Drugs" shall mean prescription drugs, including over-the-counter drugs dispensed pursuant to a prescription, biologics, medicines, agents, substances, devices, supplies, and other therapeutic products that are prescribed for Members and are covered under the Pharmacy Benefit and shall include all associated standard services usually and customarily rendered by a pharmacy or provider in the normal course of business, including dispensing, administration, counseling and product consultation.
- "Dispensing Fee" means an amount paid to a pharmacy for providing professional services necessary to dispense a Covered Drug to a Member.
- "FDA" shall mean the U.S. Food and Drug Administration.

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- "Formulary" shall mean the list of FDA-approved prescription drugs and supplies developed and managed by CHLIC across its self-funded and insured group book of business and that is selected and adopted by Employer. The drugs and supplies included on the Formulary will be modified by CHLIC from time to time as a result of factors including, but not limited to, economic and clinical factors like clinical appropriateness, manufacturer Rebate arrangements and patent expirations. Any changes CHLIC makes to the Formulary are hereby adopted by Employer, subject to Employer's discretion to elect not to implement any such addition or deletion through the set-up process, any such election shall be considered an Employer change to the Formulary.
- "Generic Drug" means a pharmaceutical product, including a Covered Drug, whether identified by its chemical, proprietary, or non-proprietary name, that is accepted by the FDA as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s), and which is identified as such in CHLIC's master drug file using indicators from First Databank, Medi-Span, or other nationally recognized source as used by CHLIC across its book of business on the basis of a proprietary algorithm, a summary of which may be made available for review by Employer or, subject to CHLIC's consent, its auditor upon request in accordance with the terms set forth in this Appendix A. Employer and, as applicable, its auditor shall sign a confidentiality agreement acceptable to CHLIC relating specifically to such summary. The reference to a drug by its chemical name does not necessarily mean that the product is recognized as a generic for adjudication, pricing or copay purposes. Except if and where the language expressly states otherwise, a Generic Drug does not include a Specialty Generic Drug for ingredient cost discount purposes. For pricing purposes, a Generic Drug includes a Covered Drug that is otherwise identified as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and is within its exclusivity period or other period of limited competition; provided that, notwithstanding the foregoing, a Generic Drug excludes an Authorized Generic identified as a brand name drug by the aforementioned proprietary algorithm used by CHLIC. For pricing purposes, a Generic Drug also excludes a Biosimilar.
- "Limited Distribution Drug" or "Exclusive Distribution Drug" shall mean a Specialty Drug that is not generally available from most or all pharmacies but is restricted to select pharmacies as determined by a pharmaceutical manufacturer. The list of Limited Distribution Drugs and Exclusive Distribution Drugs will be maintained by CHLIC.
- "Maximum Allowable Charge" shall mean the maximum unit price for a Covered Drug included on the applicable MAC List as set forth on such MAC List.
- "MAC List" shall mean a then-current list maintained by CHLIC of prescription drugs, devices, supplies and over-the-counter drugs identified as readily available as a Generic Drug or generally equivalent to a Brand Drug (in which case it may also be on a MAC List) and that, in each case, are deemed to require or are otherwise capable of pricing management due to the number of manufacturers, utilization and/or pricing volatility.
- "Manufacturer Administrative Fees" shall mean administrative fees paid by pharmaceutical manufacturers to CHLIC or its affiliate or

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subcontractor directly in connection with administering, invoicing, allocating and collecting Rebates.

- "Pharmacy Benefits" shall mean amounts payable for covered pharmacy benefit services and products under the terms of the Plan; Pharmacy Benefits shall be considered Plan Benefits for purposes of this Agreement.
- "P&T Committee" shall mean a committee comprised of clinicians that represent a range of clinical specialties. The committee regularly reviews pharmaceutical products, new pharmaceutical products, for safety and efficacy, the findings of which clinical reviews inform coverage status decisions made by CHLIC. The P&T Committee's review may be based on consideration of, without limitation, FDA-approved labeling, standard medical reference compendia, or scientific studies published in peer-reviewed English-language bio-medical journals.
- "PBM Proprietary Information" shall mean information relating to CHLIC's pharmacy benefit management products and services, including, without limitation, CHLIC's reporting and web-based applications, eligibility and adjudication systems and coding methodologies, system formats and databanks, clinical or formulary management operations or programs, information and agreements relating to Rebates and other financial information, prescription drug evaluation criteria and coverage policies, drug pricing information, including MAC List and Specialty Drug pricing, paid Claims information integrated into CHLIC's adjudication systems, and pharmaceutical manufacturer, vendor or pharmacy network agreements.
- "Prescription Drug Charge" shall mean the amount that, prior to application of the Plan's cost-share requirement(s), Employer is obligated to pay for a Covered Drug dispensed at a Retail Pharmacy or Cigna Home Delivery Pharmacy, including any ingredient cost, applicable Dispensing Fee, service fee, and tax. The ingredient cost charged to Employer may be expressed as, for example, a discount off of AWP or other benchmark price, or a MAC.
- "Rebate" shall mean retrospective formulary rebates received by CHLIC pursuant to the terms of a formulary rebate contract negotiated independently and directly attributable to or arising from the utilization by Members of certain Covered Drugs manufactured, sold, marketed, or distributed by a manufacturer.

However, "Rebates" shall exclude: (i) pricing adjustments, payments and credits made in the ordinary course by any manufacturer on account of product returns, delivery errors or shipping damage or losses arising from drugs and other products purchased from such manufacturer by or on behalf of CHLIC (ii) pricing discounts paid or credited by a manufacturer to pharmacies affiliated with CHLIC for prescription drugs and other products purchased from such manufacturer; (iii) any fees or other compensation paid by any manufacturer in consideration of any services, products, activities or programs performed, provided or implemented by CHLIC or any of its affiliates for such manufacturer; (iv) Manufacturer Administrative Fees; (v) Value-Based Payments; (vi) any rebates or other amounts that are allocated to reduce and/or partially or wholly satisfy a Member's cost-sharing obligation for a Covered Drug; and (vii) rebates or other amounts paid to CHLIC for prescription drugs that are administered or otherwise provided to Members in providers' offices, home health

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care settings, or outpatient clinics.

- "Retail Pharmacy" shall mean any licensed retail pharmacy with which CHLIC has contracted directly or indirectly with a third party, to provide Covered Drugs to Members, and is not a mail order pharmacy. A mail order pharmacy is a pharmacy that primarily fills and delivers pharmaceutical products via the mail service. The term "Retail", when immediately preceding the term "Brand Drug Claim", "Generic Drug Claim", "Specialty Drug Claim", "Specialty Brand Drug Claim", or "Specialty Generic Drug Claim" means that the resulting term (e.g., "Retail Brand Drug Claim") refers to such claim as dispensed by a Retail Pharmacy.
- "Specialty Drug" shall mean a pharmaceutical product, including a Covered Drug, considered by CHLIC to be a Specialty Drug based on consideration of the following factors: (i) whether the pharmaceutical product is prescribed and used for the treatment of a complex, chronic or rare condition; (ii) whether the pharmaceutical product has a high acquisition cost; and, (iii) whether the pharmaceutical product is subject to limited or restricted distribution, requires special handling and/or requires enhanced patient education, provider coordination or clinical oversight. A Specialty Drug may not possess all or most of the foregoing characteristics, and the presence of any one such characteristic does not guarantee that a pharmaceutical product will be considered a Specialty Drug. The term "Specialty," when immediately preceding the terms "Generic Drug" or "Brand Drug", means that the resulting term (e.g. "Specialty Generic Drug") refers to a Generic Drug or Brand Drug that is considered a Specialty Drug, respectively.
- "Specialty Pharmacy" shall mean a duly licensed pharmacy designated by or operated by CHLIC or its affiliates that primarily dispenses Specialty Drugs or provides services related thereto; provided, however, that when the Cigna Home Delivery Pharmacy dispenses a Specialty Drug, it shall be considered a Specialty Pharmacy hereunder.
- "U&C Charge" shall mean the price the applicable Retail Pharmacy would charge a regular cash-paying customer for a Covered Drug (and any services related to the dispensing thereof) on the day on which the Covered Drug is dispensed.

PHARMACY BENEFIT MANAGEMENT - SERVICES TO BE PROVIDED

1. Retail Pharmacy Network.

- (a) General. CHLIC shall maintain a Retail Pharmacy network. Retail Pharmacies included in the network shall provide Covered Drugs to which the Retail Pharmacies have access to Members during their normal business hours. A list of the Retail Pharmacies included in the network, as updated from time to time, shall be made available to Members online. CHLIC maintains multiple networks and/or sub-networks and may periodically consolidate networks and/or migrate clients, including Employer, between networks and sub-networks. CHLIC shall require each Retail Pharmacy included in the network to meet its requirements for participation in the Retail Pharmacy network, which include, but are not limited to, satisfaction of licensing and insurance requirements.

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- (b) Retail Pharmacy Audits and Overpayments. CHLIC shall review 100% of all claims, with each claim to be reviewed by either desk audit or field audit as determined through the use of random risk based predictive model to ensure that each Retail Pharmacy is complying with the terms of its contract with CHLIC. In the event that CHLIC discovers that an overpayment has been made to a Retail Pharmacy, CHLIC shall take reasonable steps to recover the overpayment pursuant to the terms of this Agreement.
- (c) Independent Contractors. The Retail Pharmacies are independent contractors, and as such CHLIC does not direct or exercise any control over the pharmacists at Retail Pharmacies or the professional judgement exercised by any pharmacies in the dispensing or filling of prescriptions or performing other pharmaceutical services. Neither CHLIC nor any CHLIC affiliate shall have any liability to Employer, any Member or any other person or entity for any act or omission of any Retail Pharmacy or its agents or employees.
- (d) Collection of Cost Sharing. CHLIC shall require Retail Pharmacies to collect all applicable Plan cost-shares from Members.

2. Cigna Home Delivery Pharmacy

- (a) General. Members may submit new or refill prescription orders for fulfillment through Cigna Home Delivery Pharmacy or such other mail service pharmacy that CHLIC in its sole discretion may select from time to time. Such orders may be placed via mail, telephone, or electronic means. Subject to Applicable Law, Employer shall permit communication with Members regarding the availability and use of the Cigna Home Delivery Pharmacy, and potential cost savings associated therewith, and the provision of supporting services (e.g. pharmacist consultation) in connection with any prescription dispensed by the Cigna Home Delivery Pharmacy. Cigna Home Delivery Pharmacy shall deliver all drugs to Members in accordance with its standard procedures. For the purposes of clarity, CHLIC does not exert direction or control over the pharmacists at Cigna Home Delivery Pharmacy in filling prescriptions or performing other pharmaceutical services.
- (b) Cost Sharing. Members are responsible for the payment of the applicable cost sharing to Cigna Home Delivery Pharmacy for each prescription or prescription refill. Employer acknowledges that Cigna Home Delivery Pharmacy may suspend services to a Member who is in default of any cost-sharing obligations, in accordance with Cigna Home Delivery Pharmacy's standard credit policy. If payment of such cost-sharing has not been received from the Member within one hundred twenty (120) days of dispensing of the product, the Plan will be billed for the outstanding amount following the one hundred twenty (120) day collection period.
- (b) Affiliation with CHLIC. Accredo Health Group, Inc., ESI Mail Pharmacy Service, Inc., Express Scripts Pharmacy Inc., Express Scripts Specialty Distribution Services, Inc. and Lynnfield Drug, Inc. (dba Freedom Fertility Pharmacy) are licensed pharmacy affiliates of CHLIC that fill and deliver Covered Drugs via the mail service.

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3. Claims Processing. (a) <u>General.</u> CHLIC, in accordance with Section 2 of the Agreement, shall perform claims processing services for Covered Drugs dispensed by Retail Pharmacies or Cigna Home Delivery Pharmacy. In-network Claims shall be submitted via paper or electronically. Members using out-of-network covered services are required to submit a paper claim form. A separate charge may apply for the submission of any paper claim form, whether in-network or out-of-network. CHLIC is not required to provide coordination of benefits (COB) services for Claims for drugs dispensed, and electronically processed, at a pharmacy; Claims may be processed without consideration of a Member's coverage under another plan. (b) <u>Drug Utilization Review.</u> CHLIC shall perform a concurrent Drug Utilization Review ("DUR") analysis of each prescription submitted for processing. Such DUR Analysis may include, for example: (1) prescribed dosage within a safe range; (2) drug-to-drug interaction; (3) drug-to-allergy interaction; (4) age-to-drug interaction; (5) duplicate therapy; (6) quantity limitations; and (7) days' supply. DUR processes shall not override the prescriber's, the pharmacist's or other health care provider's professional judgment. 4. <u>Utilization Management Program.</u> CHLIC shall, in accordance with Section 2 of the Agreement administer the Pharmacy Benefit utilization management program(s) identified in this Agreement. Employer acknowledges that CHLIC's coverage policies and claims administration procedures, which are utilized across CHLIC's self-funded and insured book-of-business to adjudicate claims and administer appeals, may change periodically. As an example of the coverage criteria that may apply to a pharmaceutical product, a Member may have to try one or more preferred pharmaceutical products, or demonstrate why trying the preferred pharmaceutical product(s) would be clinically inappropriate, in order to obtain coverage under the Plan for a given pharmaceutical product Employer further authorizes CHLIC to allow coverage for a use that would otherwise be excluded in the event of co-morbidities, complications and other factors not expressly addressed by the coverage policies utilized by CHLIC in reviewing Claims for coverage. CHLIC may rely wholly upon information about the Member and the prescriber's diagnosis of the Member's condition. CHLIC shall not substitute its judgment for the judgment of the prescribing physician, nor shall it determine medical necessity or make other medical determinations other than for coverage purposes. 5. <u>Rebate Management.</u> CHLIC shall pay Employer amounts equal to the Rebate amounts specified in the Schedule of Financial Charges. 6. Drug-Related Services. (a) <u>Specialty Drugs.</u> CHLIC shall process Claims regarding Specialty Drugs subject to the following provisions: (1) The Specialty Pharmacy shall fill prescriptions for Specialty Drugs based on the professional judgment of the dispensing
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pharmacist, accepted pharmacy practices and product guidelines.

- (2) A list of Specialty Drugs available via the Specialty Pharmacy and the pricing for those Specialty Drugs shall be made available as in effect on the Effective Date, as set forth in Appendix B. After the Effective Date, Employer may request that CHLIC provide it with an updated list of Specialty Drugs available via the Specialty Pharmacy and the pricing with respect thereto.
- (3) To the extent acting in the capacity as a mail order pharmacy, the Specialty Pharmacy shall ship Specialty Drugs to Members in accordance with its standard procedures.
- (4) Members are responsible for the payment of the applicable cost sharing to the Specialty Pharmacy for each prescription or prescription refill. Employer acknowledges that the Specialty Pharmacy may suspend services to a Member who is in default of any cost-sharing obligations, in accordance with the Specialty Pharmacy's standard credit policy. If payment has not been received from the Member within one hundred twenty (120) days of dispensing, the Plan will be billed following the one hundred twenty (120) day collection period.
- (5) For the purposes of clarity, CHLIC does not exert direction or control over the pharmacists at the Specialty Pharmacy in filling prescriptions or performing other pharmaceutical services.
- (b) Compound Drugs. CHLIC shall process prescribed Compound Drugs to the extent covered under the Plan. CHLIC shall treat as Covered Drugs only those components of a Compound Drug that would otherwise be treated as Covered Drugs were they not part of a Compound Drug.
- (c) Discount Card Program. In order to help reduce Member pharmacy costs, CHLIC may partner and apply pharmacy discount card program market pricing where available for certain Generic Drugs. As such, certain, eligible claims may be processed by a pharmacy discount card provider when there is price favorability to the Member. Such claims will adjudicate at the pharmacy discount card market price as a cash claim. Claims will adjudicate in accordance with Employer's Plan design and clinical rules, and Member paid amounts may be applied toward deductible and out of pocket accumulator amounts unless Employer opts out of program enrollment. Claims processed under the program will be included in Rebate and pharmacy financial guarantees, where such guarantees apply. Member direct claims are excluded from the program. Program terms and conditions are subject to change upon no less than forty-five (45) days' prior notice.

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7. <u>Member Communications and Services.</u>	
(a)	<u>Member Communication.</u> CHLIC shall provide to Members an ID card and instructions to access Member materials online, including the Formulary, the Retail Pharmacy directory, Cigna Home Delivery Pharmacy information, and an out-of-network Claim reimbursement form.
(b)	<u>Rx Savings Messenger.</u> CHLIC may send personalized mailings to Members regarding the Generic Drugs and preferred Brand Drugs and savings available from Cigna Home Delivery Pharmacy.
(c)	<u>Call Center.</u> CHLIC shall maintain toll-free customer service lines twenty-four (24) hours per day, seven (7) days per week for the purpose of responding to inquiries from Members regarding Retail Pharmacy, Cigna Home Delivery Pharmacy or Claims issues.
8. <u>Formulary Management; Clinical Programs; Other Services.</u>	
CHLIC shall provide Formulary management services, which shall include implementing Formulary placement decisions and determinations to apply utilization management requirements made by CHLIC. CHLIC makes Formulary determinations based on consideration of clinical and economic factors. Clinical factors may include, but are not limited to, the CHLIC P&T Committee's evaluation of the place in therapy, relative safety or relative efficacy of the drug, as well as whether certain supply limits or other utilization management requirements should apply. Economic factors may include, but are not limited to, the drug's acquisition cost including, but not limited to, assessments on the cost effectiveness of the drug and available Rebates. Employer acknowledges that the Formulary, utilization management requirements, and coverage policies used by CHLIC to perform coverage reviews, including any changes made thereto, are adopted by Employer. When considering a drug for Formulary placement or other coverage conditions, CHLIC reviews clinical and economic factors regarding enrollees as a general population across its relevant book-of-business. CHLIC may also provide the clinical, safety and/or trend programs, or other programs and services to Employer, some of which may require payment of additional fees by Employer. If additional fees are required for such a program or service, CHLIC shall include the fee in the Schedule of Financial Charges or otherwise communicate the same in writing to by Employer.	
PHARMACY BENEFIT MANAGEMENT - PROGRAM OPERATIONS	
1. <u>Implementation of Agreement.</u>	
(a)	<u>Project Plan.</u> Employer and CHLIC shall develop an agreed upon implementation project plan with respect to the Agreement prior to the Effective Date or prior to the implementation with respect to any new Pharmacy Benefit under this Agreement following the Effective Date.

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(b)	<u>Initial Data and Commencement of Pharmacy Benefit Management Services.</u> Prior to the Effective Date, Employer shall provide CHLIC with all data and/or documentation necessary for CHLIC to provide the services specified in this Agreement. Such data and/or documentation shall include, but is not necessarily limited to, claims history and Member prior authorization history. Assuming all data specified in the preceding sentence is received sufficiently in advance of the Effective Date, CHLIC shall commence providing services under this Agreement as of the Effective Date.
2.	<u>Timely Provision of Data by Employer.</u> Employer acknowledges that CHLIC shall not be held responsible for, and shall be released from, fulfilling any obligation or performing any service under this Agreement if Employer or its designee does not provide accurate information in a timely manner.
3.	<u>Reporting.</u> CHLIC shall make available to Employer CHLIC's standard reporting applications, subject to Applicable Law and Exhibit D, including, without limitation, HIPAA and state privacy laws.
4.	<u>Claims Data.</u>
(a)	<u>Retention.</u> CHLIC shall retain data with respect to Claims for at least ten (10) years from the date the prescription is filled. Following the close of such retention period, CHLIC shall retain and dispose of such Claims data pursuant to its then-current standard policies and procedures, Applicable Law and the Business Associate Agreement described in the Agreement.
(b)	<u>Disclosure to Vendor.</u> Upon Employer's written request and subject to execution of a non-disclosure agreement acceptable to CHLIC, CHLIC shall provide prescription Claims data in its standard format to a vendor contracted with Employer and otherwise acceptable to CHLIC solely for the purposes of such vendor's support of Plan administration functions. Employer agrees that its vendors may not utilize Claims data for any other purpose, including, without limitation, developing products and services, analyzing the Claims data against market benchmarks or CHLIC competitors or adding to a normative database (even if de-identified and/or blinded as to Member and PBM/carrier) for the Employer's or vendor's commercial use. Employer shall be responsible for any use or disclosure of Claims data, or any services provided, by the vendor. Notwithstanding the foregoing, all audits of any pricing guarantees, Rebate-sharing obligations or Claims processing accuracy shall be conducted in accordance with the terms in this Agreement specifically relating to such audits.
(c)	<u>De-Identified Data.</u> During and after the term of this Agreement, CHLIC may use Claims, drug, and medical data that has been de-identified in accordance with HIPAA for research, provider evaluation, database maintenance, and other commercial purposes.
This provision shall survive termination or expiration of the Agreement.	

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5. **Pharmacy Claims Processing Audits.**

- (a) Employer may, to the extent specified below and at no additional charge, conduct a claims processing audit of CHLIC's administration of Plan Benefits, once every Plan Year provided that the Agreement has been duly executed by Employer and Employer is current in the payment of all pharmacy claims under the Agreement. New audits shall not be initiated until all parties have agreed that any and all prior pharmacy-related audits are closed. In order to balance the need to adequately support the audit process for all CHLIC clients, with an efficient allocation of resources, employers who choose to audit one or more components of the pharmacy arrangement must do so through a single annual audit.
- (b) Claims processing audits shall be subject to the following conditions: (1) the audit may take place while the Agreement is in effect or within one (1) year after the termination or expiration of the Agreement; (2) the initial audit period for a retrospective claims audit shall not exceed the twenty-four (24) months period immediately preceding CHLIC's receipt of the request to audit; (3) Employer shall be responsible for its incurred costs regarding the audit; (4) Employer shall designate, with CHLIC's consent, such consent not to be unreasonably withheld, an independent, third party auditor to conduct the audit (the "Auditor") so long as such Auditor is not engaged in providing services for Employer (including, but not limited to the Auditor's engagement as an expert witness in litigation against CHLIC or its affiliates), or otherwise, that conflict with the scope or independent nature of the audit (as determined by CHLIC acting reasonably and in good faith), and provided that Employer's Auditor executes a mutually acceptable confidentiality agreement; (5) Employer shall provide to CHLIC at least thirty (30) days prior written notice of its intent to audit, and any request by Employer to permit an Auditor to perform an audit will constitute Employer's direction and authorization to CHLIC to disclose PHI to the Auditor; (6) CHLIC will provide all data as reasonably necessary for Auditor to perform the claims processing audit within thirty (30) days following the latter of the audit kick-off call and the Audit Agreement being fully executed or, when applicable, as otherwise agreed upon by the Parties; (7) following Auditor's initial review of the claims, Auditor will provide CHLIC in writing with all suspected categories of claim errors, if any, together with an electronic data file, in a mutually agreed upon format, containing up to three-hundred (300) claims, so that CHLIC may evaluate and investigate Auditor's suspected errors; (8) CHLIC will respond to the suspected errors within sixty (60) days from CHLIC's receipt of such written findings; (9) upon receipt and review of CHLIC's responses, Auditor will provide CHLIC with a written report of Auditor's findings and recommendations before or at the same time such audit report is provided to Employer; (10) CHLIC will respond to the audit report within thirty (30) days of the issuance of Auditor's report; (11) once both Parties have accepted the audit results, the audit shall be considered closed and final; (12) to the extent the mutually accepted audit results demonstrate claims errors, CHLIC will reprocess the claims and make corresponding adjustments to Employer; (13) CHLIC's obligations to respond within the designated periods above is conditioned upon a good faith and cooperative working relationship between Employer and/or its Auditor and CHLIC, including but not limited to no new or additional issues that appear in the final report that were not otherwise provided to CHLIC during the preliminary review of suspected errors.

This provision shall survive termination or expiration of the Agreement.

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6. Pharmacy Rebate Audits.

- (a) Employer may, to the extent specified below, in accordance with the following requirements, and at no additional charge, audit CHLIC's payment of Rebates provided that the Agreement has been duly executed by Employer and Employer is current in the payment of all pharmacy claims under the Agreement. Any Rebate audit shall occur following CHLIC's issuance of the annual financial reconciliation to Employer once in each twelve (12) month period. New audits shall not be initiated until all parties have agreed that all prior pharmacy-related audits are closed. In order to balance the need to adequately support the audit process for all CHLIC clients, with an efficient allocation of resources, employers who desire to audit one or more components of the pharmacy arrangement must do so through a single annual audit.
- (b) Rebate audits shall be subject to the following conditions: (1) Employer and CHLIC shall agree on a mutually acceptable, independent, third-party auditor to conduct the audit, including the individual(s) employed or contracted to perform the audit to ensure that they shall not have a conflict of interest that could reasonably diminish their impartiality (the "Auditor"); (2) Employer shall be responsible for its incurred costs regarding the audit; (3) Employer shall provide CHLIC with at least forty-five (45) days prior written notice of its intent to audit; (4) a mutually agreed upon nondisclosure/nonuse agreement for rebate audits shall be executed by Employer, the Auditor and CHLIC; (5) the scope of records to be audited as being necessary to determine CHLIC's compliance with its contractual Rebate payment obligations under the Agreement shall be as mutually agreed upon by the Auditor and CHLIC; (6) the Auditor may select for audit purposes the records of up to five (5) manufacturers for two (2) calendar quarters from the last reconciled plan year immediately preceding the written request to audit; (7) the audit shall be conducted at a mutually acceptable time during regular business hours at CHLIC's offices where such records are located; (8) records shall not be removed or photocopied without CHLIC's express written consent; (9) for the sole purpose of confirming compliance with the audit Confidentiality Agreement, Auditor will first submit in draft to CHLIC, and prior to submission to Employer, its Rebate audit report, so that CHLIC can confirm that no terms of the applicable rebate agreements which are confidential, are disclosed in the audit report; (10) the Auditor shall provide its final audit report to CHLIC and Employer at the same time; and (11) the Auditor may disclose the aggregate amount of Rebates due Employer but no other details of CHLIC's rebate contracts of which the Auditor is apprised, if any.

This provision shall survive termination or expiration of the Agreement.

7. Pharmacy Financial Guarantee Reconciliation Audits.

- (a) Employer may, to the extent specified below and at no additional charge, conduct a Financial Guarantee Reconciliation audit once every Plan Year following CHLIC's issuance of the annual financial reconciliation to Employer, provided that the Agreement has been duly executed by Employer and Employer is current in the payment of all pharmacy claims under the Agreement. New

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audits shall not be initiated until all parties have agreed that all prior pharmacy-related audits are closed. In order to balance the need to adequately support the audit process for all CHLIC clients, with an efficient allocation of resources, employers who choose to audit one or more components of the pharmacy arrangement must do so through a single annual audit.

- (b) Financial Guarantee audits shall be subject to the following conditions: (1) the audit may take place while the Agreement is in effect or within one (1) year after the termination or expiration of the Agreement; (2) such audit may cover up to two prior contract years to the extent such prior contract years have not previously been audited; (3) Employer shall be responsible for its incurred costs regarding the audit; (4) Employer shall designate with CHLIC's consent, such consent not to be unreasonably withheld, an independent, third party auditor to conduct the audit (the "Auditor") so long as such Auditor is not engaged in providing services for Employer (including, but not limited to the Auditor's engagement as an expert witness in litigation against CHLIC or its affiliates), or otherwise, that conflict with the scope or independent nature of the audit (as determined by CHLIC acting reasonably and in good faith), and provided that Employer's Auditor executes a mutually acceptable confidentiality agreement; (5) Employer shall provide CHLIC with at least thirty (30) days' prior written request for the audit, and any request by Employer to permit an Auditor to perform an audit will constitute Employer's direction and authorization to CHLIC to disclose PHI to the Auditor; (6) CHLIC will provide all data as reasonably necessary for Auditor to determine that CHLIC has performed in accordance with its contractual obligations regarding the financial guarantees, and CHLIC will provide such data within thirty (30) days following the latter of the audit kick-off call and the confidentiality agreement being fully executed or, when applicable, as otherwise agreed upon by the Parties; (7) any adjustments resulting from the audit will be based upon the actual Claims reviewed and not upon statistical projections or extrapolations, as the Auditor will be furnished with 100% of the paid Claims processed during the applicable contract period for purposes of the audit; (8) following Auditor's initial review and prior to the submission of its written audit report, the Auditor will provide CHLIC in writing with all of the suspected errors, if any, and CHLIC will respond to such suspected errors within sixty (60) days from CHLIC's receipt of such preliminary findings; (9) CHLIC will respond to any audit report issued by the Auditor within thirty (30) days of the issuance of same; and (10) CHLIC will reconcile mutually agreed upon amounts due to Employer within a reasonable period of time following mutual agreement regarding any amount due to the Employer. CHLIC's obligations to respond within the designated periods above is conditioned upon a good faith and cooperative working relationship between Employer and/or its Auditor and CHLIC, including but not limited to no new or additional issues that appear in the final report that were not otherwise provided to CHLIC during the preliminary review of suspected errors.

This provision shall survive termination or expiration of the Agreement.

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PHARMACY BENEFIT MANAGEMENT - FUNDING AND PAYMENT OF CLAIMS; CHARGES	
1.	Funding and Payment of Claims. With respect to Pharmacy Benefits, (1) CHLIC may withdraw funds from the Bank Account for the purposes specified in Section 3 of the Agreement five times per month, and (2) any recovered overpayments shall be credited to Employer via a line item on its invoice, less the fee set forth on the Schedule of Financial Charges.
2.	Retroactive Member Changes and Terminations. Notwithstanding anything in the Agreement to the contrary, Employer shall remain responsible for all charges and Bank Account Payments incurred or charged through the date CHLIC processed Employer's notice of a retroactive change or termination of a Member's enrollment in the Plan. Notwithstanding anything to the contrary in Section 4.c. of the Agreement, with respect to Pharmacy Benefits, CHLIC generally will implement eligibility updates received from Employer that adhere to CHLIC's standard electronic format as soon as reasonably practicable following receipt of such updates.
PHARMACY BENEFIT MANAGEMENT - FIDUCIARY ACKNOWLEDGMENTS	
CHLIC offers pharmacy benefit management services for consideration by Employer and other entities. The general parameters of such services and the supporting systems have been developed by CHLIC as part of CHLIC's administration of its general business as a pharmacy benefit manager for entities that sponsor group health plans. The Parties have negotiated the terms of this Agreement in an arm's-length fashion. Except to the extent CHLIC conducts the final level of internal appeal as set forth in Section 2.c of the Agreement, the Parties assert that neither Party intends that CHLIC shall be a fiduciary with respect to Pharmacy Benefits for either ERISA (if applicable) or state law purposes, and neither Party shall name CHLIC or any of its affiliates as a "plan fiduciary" with respect to its management of Pharmacy Benefits. Employer acknowledges and agrees that CHLIC (i) does not have discretionary authority or control respecting management of the Pharmacy Benefits, and (ii) does not exercise any authority or control respecting management or disposition of the assets relating to Pharmacy Benefits or of Employer. Rather, Employer retains all such authority and control. The Parties agree that, upon reasonable notice, CHLIC shall have the right to terminate its Pharmacy Benefit services under this Agreement to any Plan and/or Members located in a state that requires a pharmacy benefit manager to be a fiduciary to Employer, the Plan or a Member. This provision shall survive termination or expiration of the Agreement.	
PHARMACY BENEFIT MANAGEMENT - FINANCIAL ARRANGEMENTS	
1.	General. CHLIC contracts with its PBM affiliate for the provision of pharmacy benefit services and financial arrangements. As such, CHLIC or its PBM affiliate, directly or indirectly contract on their own accounts with Retail Pharmacies and Cigna Home Delivery Pharmacy to dispense covered pharmaceutical products to Employer's Members, and not on behalf of, or for the benefit of, Employer or the Plan; accordingly, any discounts or other remuneration CHLIC or its PBM affiliate earns under an arrangement with a Retail Pharmacy or Cigna Home Delivery Pharmacy are obtained for, and inure to, the sole and exclusive benefit of CHLIC or its PBM affiliate, and not the Employer or the Plan. Amounts paid by CHLIC or its PBM affiliate or by the PBM affiliate for Retail Pharmacy or Cigna Home Delivery Pharmacy for Brand Drug, Generic Drug, or Specialty Drug Claims may or may not be equal to the amount

Administrative Services Only Agreement for City of Coral Springs

charged to Employer and/or Member. If the amount paid by Employer and/or Member does not equal the amount paid by CHLIC or its PBM affiliate or by the PBM affiliate to a particular pharmacy, CHLIC and its PBM affiliate will absorb or retain such difference. CHLIC may directly or indirectly contract for Rebates, Manufacturer Administrative Fees, and other remuneration on its own behalf and for its own benefit, and not on behalf of Employer or the Plan. As an example of other remuneration other than Rebates or Manufacturer Administrative Fees that CHLIC may earn, CHLIC may also directly or indirectly earn from pharmaceutical manufacturers remuneration in connection with value payments and/or services that CHLIC provides to Employer ("Value-Based Payments"). Notwithstanding anything in this Agreement to the contrary, any Value-Based Payments earned by CHLIC are separate and apart from any Rebates or Manufacturer Administrative Fees that CHLIC directly or indirectly earns from pharmaceutical manufacturers, and CHLIC may retain any Value-Based Payments it earns. As examples of the value payments and/or services that CHLIC may provide to Employer in connection with Value-Based Payments that CHLIC may earn, CHLIC may provide care management or other services to Employer and/or remit to Employer monetary credits if Members discontinue therapy on certain pharmaceutical products. Information regarding any services, and/or monetary credits or other financial value, for which Employer may be eligible with respect to specific pharmaceutical products or therapeutic classes/conditions, including the products for which monetary credits or other financial value may be available to Employer, the amount of that value, and other payment terms, is available upon request. Any value payments and/or services provided by CHLIC to Employer are subject to change or termination by CHLIC as the value program(s), if any, offered by CHLIC change(s) or terminate(s). Accordingly, CHLIC retains all right, title and interest to any and all actual Rebates, Manufacturer Administrative Fees, Value-Based Payments, and other remuneration directly or indirectly received from manufacturers. CHLIC may provide Employer amounts equal to all or some portion of the Rebate and Manufacturer Administrative Fee amounts, or other financial value generated in connection with any value program(s), allocated to Employer, if any, and as specified on the Schedule of Financial Charges, from CHLIC's general assets (neither Employer, its Members, nor Employer's Plan retains any beneficial or proprietary interest in CHLIC's general assets). Rebate and Manufacturer Administrative Fee amounts received vary based on factors including, without limitation, Employer-specific utilization, the volume of utilization as well as Formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, and Claims volume. Employer acknowledges and agrees that neither it, its Members nor its Plan will have a right to interest on, or the time value of, any Claim payments charged by CHLIC to Employer or any Rebate, Manufacturer Administrative Fee or other payments received by CHLIC during the collection period of moneys payable under this section, if any, and that CHLIC shall retain any such remuneration. For purposes of this provision, the term CHLIC shall also include and mean CHLIC's PBM affiliate, Express Scripts, Inc.

2. **Affiliates.** Cigna Home Delivery Pharmacy may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers and wholesale distributors in its capacity as a mail service and/or specialty pharmacy. Cigna Home Delivery Pharmacy may contract for these arrangements on its own account in support of its pharmacy operations, and not on behalf of, or for the benefit of, Employer or the Plan. Accordingly, Cigna Home Delivery Pharmacy retains the sole and exclusive benefit of any difference between its acquisition cost for a pharmaceutical product and the amount charged to Employer under this Agreement. Further these arrangements relate to services provided outside of this Agreement and other pharmacy benefit management arrangements and may

Administrative Services Only Agreement for City of Coral Springs

be entered into without regard to whether a specific drug is on one of the formularies that CHLIC offers to entities that sponsor group health plans. Discounts and fee-for-service payments received by Cigna Home Delivery Pharmacy are not part of the pharmacy benefit management formulary rebates or associated administrative fees or charges paid to CHLIC in connection with CHLIC's pharmacy benefit management formulary rebate programs.

This provision shall survive termination or expiration of the Agreement.

PHARMACY BENEFIT MANAGEMENT - OBLIGATIONS UPON TERMINATION

Upon notice of termination of this Agreement, the following provisions shall apply with respect to Pharmacy Benefits:

- a) Employer shall notify Members at least thirty (30) days prior to the termination of the Agreement becoming effective of any transition to a successor pharmacy benefit manager.
- b) If mutually agreed upon by CHLIC and Employer, CHLIC shall provide services following termination of the Agreement at CHLIC's then-prevailing rate. Such services, if any, shall be determined by mutual agreement of CHLIC and Employer in advance of the termination of the Agreement becoming effective.
- c) Upon request by Employer and subject to execution of a nondisclosure agreement acceptable to CHLIC, CHLIC shall transition Claims files and/or history to the pharmacy benefit manager or other third party specified by Employer and otherwise acceptable to CHLIC. Any disclosure of Claims files and/or history shall be limited to the information the successor pharmacy benefit manager or other third party needs to implement or administer Employer's pharmacy benefits. CHLIC shall not be required to directly or indirectly release, and Employer shall not release, PBM Proprietary Information to any such third party.
- d) Upon termination of the Agreement for any reason, the Parties shall handle Confidential Information, PBM Proprietary Information and Protected Health Information (as defined in the Business Associate Agreement attached as Exhibit D) pursuant to the terms of the Agreement.
- e) In the event that CHLIC terminates the Agreement pursuant to Section 1.vi of the Agreement, CHLIC shall have no further obligation following the date of such termination to pay Employer any Rebates, or any other amount that may otherwise be payable by CHLIC to Employer.

This provision shall survive termination or expiration of the Agreement.

Administrative Services Only Agreement for City of Coral Springs

PHARMACY BENEFIT MANAGEMENT - CONFIDENTIALITY

1. **General.** Employer acknowledges and agrees that CHLIC's PBM Proprietary Information constitutes competitively sensitive trade secrets, and that its misuse or mis-disclosure could result in material financial and legal loss or liability to CHLIC, its affiliates and their respective subcontractors. CHLIC shall not be required to disclose PBM Proprietary Information to Employer except to the extent necessary for Employer to exercise any audit rights expressly provided hereunder or perform other Plan administration functions. If CHLIC discloses PBM Proprietary Information to Employer, or, if CHLIC consents, to the Employer's vendor or designee, CHLIC may require Employer, or its vendor or designee, to execute a non-disclosure agreement specifically relating to the requested PBM Proprietary Information. Employer agrees that it and its vendors may not utilize PBM Proprietary Information for any purpose other than performing Plan administration functions, including, without limitation, developing products and services, de-identifying, blinding or analyzing the PBM Proprietary Information against market benchmarks or CHLIC competitors or adding to a normative database for the Employer's, or vendor's or designee's, commercial use. For the purposes of clarity, information shall not cease to qualify as PBM Proprietary Information if Employer or its vendor or designee de-identifies and/or blinds the PBM Proprietary Information such that the information cannot be traced or identified to a Member or CHLIC, its affiliates or their respective subcontractors. Employer shall be solely responsible for any disclosure of PBM Proprietary Information by CHLIC to Employer or its vendor or designee, or any subsequent use or disclosure by Employer or its vendor or designee, or services provided by the same. Notwithstanding anything herein to the contrary, in no event will CHLIC be required to disclose to Employer, or its vendor or designee, information related to, or including, its pharmacy network agreements, vendor agreements or pharmaceutical manufacturer agreements.
2. **Compelled Disclosures.** If at any time Employer, or its vendor or designee, is required by law, court order or other valid legal process to disclose any Confidential Information, it will promptly notify CHLIC prior to any such compelled disclosure and, upon request, cooperate with CHLIC in seeking a protective order or other available relief to contest or limit the scope of such compelled disclosure.
3. **Return or Destruction of Information.** At any time upon CHLIC's request or upon expiration or termination of this Appendix A or the Agreement, whichever occurs first, Employer will, at CHLIC's option, promptly deliver, or, as the case may be, compel its vendor or designee to deliver, to CHLIC all PBM Proprietary Information or other Confidential Information (or such portion thereof as requested) and not retain any copies in whole or in part of such PBM Proprietary Information or other Confidential Information, or securely destroy or dispose, or, as the case may be, compel its vendor or designee to destroy or dispose, of those portions of documents and other materials in any form, including electronic form, prepared by or received by the Employer or its vendor or designee, that contain or reflect such PBM Proprietary Information or other Confidential Information. Employer, or its vendor or designee, shall certify such return and destruction, as the case may be, to CHLIC.

Appendix B - Cigna Home Delivery Pharmacy Specialty Drug List

THIS SPECIALTY DRUG LIST IS CONFIDENTIAL, PROPRIETARY INFORMATION OF CHLIC. IT IS PROVIDED SOLELY FOR EMPLOYER'S PLAN ADMINISTRATION PURPOSES. RE-DISCLOSURE IS STRICTLY PROHIBITED EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW. CHLIC RESERVES ALL LEGAL RIGHTS AND REMEDIES TO ENFORCE THESE PROHIBITIONS ON USE AND DISCLOSURE.

The Specialty Drug List shall be provided separately to Employer, and is hereby incorporated into the Agreement by reference, inclusive of any changes made subsequent to CHLIC's initial issuance of the Specialty Drug List to Employer to the pharmaceutical products included on the Specialty Drug List or the discounts pertaining to such pharmaceutical products. Upon Employer's request on or after the Effective Date, CHLIC shall provide to Employer an updated Specialty Drug List.

Currently Marketed Specialty Drugs on this Specialty Drug List. The discounts in this Specialty Drug List are the discounts that will be adjudicated in CHLIC's claim processing system for the drug indicated when dispensed by Cigna Home Delivery Pharmacy, subject to all of the following.

- The discounts in this Specialty Drug List are based on the terms and design of the Pharmacy Benefit that Employer has adopted and disclosed to CHLIC. Accordingly, if Employer fails to disclose to CHLIC, for example, that it uses or intends to use a consumer-driven health plan, a major cost-sharing program, or a utilization management program promoting generic or OTC drugs over brand drugs, CHLIC may adjust the discounts as it reasonably deems necessary to preserve the economic value or benefit of this Agreement as CHLIC anticipated based on the terms and design of the Pharmacy Benefit previously disclosed to CHLIC and prior to CHLIC's discovery of the Pharmacy Benefit design feature that materially impacts CHLIC's discounts in this Specialty Drug List.
- The discounts in this Specialty Drug List shall not apply to Compound Drug claims, Claims that process at U&C, direct member reimbursement (DMR) Claims, and drugs adjudicated under the medical benefit.
- Any or all of the discounts in this Specialty Drug List may be adjusted by CHLIC to the extent reasonably necessary to preserve the economic value of this Agreement as it existed immediately prior to the occurrence of any of the following events: (a) there are any significant changes in the composition of CHLIC's pharmacy network or in CHLIC's pharmacy network contract compensation rates, or the structure of the pharmacy stores/chains/vendors that are contracted with CHLIC, including but not limited to disruption in the retail pharmacy delivery model, or bankruptcy of a chain pharmacy; or (b) there is a change in government laws or regulations which has a significant impact on pharmacy claim costs; or (c) any material manufacturer-rebate contracts with or for the benefit of CHLIC are terminated or modified in whole or in part; or (d) there is any legal action or Law that materially affects or could materially affect the manner in which CHLIC's rebate program is administered or an existing Law is interpreted so as to materially affect or potentially have a material effect on CHLIC's administration of the Pharmacy Benefit; (e) there is a material change in the Plan or the Plan's Pharmacy Benefit that is initiated by Employer which impacts CHLIC's costs or (f) a major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, a drug shortage in the market, an issue involving the safety of the drug supply, or similar market situation.

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New-to-Market Specialty Products. Specialty Drug Claims, excluding Limited Distribution Drugs and Exclusive Distribution Drugs, that are for new-to-market drugs will have a minimum market-introduction guaranteed discount of 11.45% off the drug's AWP.

“Limited Distribution Drug” or “Exclusive Distribution Drug” shall mean a Specialty Drug that is not generally available from most or all pharmacies and is restricted to select pharmacies as determined by a pharmaceutical manufacturer. The list of Limited Distribution Drugs and Exclusive Distribution Drugs will be maintained by CHLIC.

Appendix C - SaveOnSP Program

1. The SaveOnSP Program is a Member cost share savings program available when the Employer makes certain pharmacy benefit plan design changes such that program specialty prescription drugs are designated as non-essential health benefits with respect to federal PPACA essential health benefit requirements, and Employer establishes Member cost share at amounts that allow the receipt of manufacturer-supported patient cost share assistance in accordance with Program parameters ("Program"). Designated specialty drugs under the Program may be revised twice on a calendar year basis.
2. Employer will be responsible for the payment of Program fees which shall be 25% of program savings and for any applicable tertiary and residual cost share. The Program fees shall be measured and calculated based on the Program's standard savings and fee calculating methodology. Payment of Program fees shall be charged to the Bank Account and invoiced on a monthly, incurred basis.
3. In order to make available Program services, CHLIC is providing Employer's claims data to CHLIC's approved third-party vendor ("Vendor") on a periodic basis to facilitate such Vendor's provision of the Services. Members' claims data is being provided under an applicable business associate agreement with such Vendor and in accordance with HIPAA including, but not limited to, the minimum necessary standards. Vendor may communicate with Employer's Member in order to provide Program services.
4. Employer acknowledges and agrees that CHLIC and Vendor is not a legal advisor and do not render any legal counseling or advice regarding the provision of Program services or benefit designs adopted by Employer. Employer understands and agrees that it is implementing a third party specialty drug program administered by Vendor. Neither CHLIC nor Vendor is responsible for ensuring that Employer or Employer's employee benefit plans independent from or in conjunction with the Program services comply with any Applicable Law including but not limited to laws, regulations, rules, ordinances and/or other guidance related to or associated with relevant Federal and State Anti-kickback laws; IRS rules; ERISA; the Affordable Care Act, state insurance department regulations, state consumer protection requirements, or other federal state or local laws or regulations, including but not limited to laws, regulations, rules, ordinances and/or other guidance related HSA-eligible high deductible health plans (including but not limited to Code Section 223) notwithstanding anything to the contrary. CHLIC hereby advises Employer to seek legal advice and Employer acknowledges that it will consult with its own legal counsel regarding the operation, administration, and establishment of its plans and the appropriateness of the Program. Neither CHLIC nor Vendor shall be liable to Employer or any person if any plan fails to comply with any such requirement. Employer is solely responsible for determining whether to implement the Program for its HSA-eligible high deductible health plan and addressing any compliance issues related to such implementation.
5. In addition to other provisions set forth in this Agreement, it is understood and agreed that for purposes of the Program, Employer (or the relevant plan sponsor and/or plan administrator) have full and final authority and responsibility for the plans, plan assets, and plan operation. Neither CHLIC nor Vendor is a fiduciary (as defined under ERISA or state law) of CHLIC clients' plans. CHLIC, CHLIC Affiliates and Vendor do not: (a) have any discretionary authority or control respecting management of CHLIC clients' plans' prescription benefit programs or (b) exercise any authority or control respecting management or disposition of the assets of CHLIC clients' plans. All such

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discretionary authority and control with respect to the management of CHLIC clients' plans and plans' assets are retained by CHLIC clients and/or CHLIC clients' plans.

6. If Employer fails to timely pay in full all applicable Program fees, CHLIC reserves the right to suspend or terminate the services under the Program, in addition to any other rights and remedies available to CHLIC under this Agreement and Applicable Law.
7. CHLIC reserves the right to modify, revise, or terminate the Program due to market conditions that have a material impact on the Program at any time.



January 3, 2023

1319 North Tulip Drive
West Chester, PA 19380
804.904.4608

Scott Brook, Mayor
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

Re: Letter of Agreement

Dear Mr. Brook:

This side Letter of Agreement ("LOA") is ancillary to the Cigna Dental Health Group Contract/s ("Policy" or "Agreement") entered into by the City of Coral Springs (hereinafter referred to as "Group") and Cigna Health and Life Insurance Company and its affiliates Cigna Dental Health Plan of Arizona, Inc., Cigna Dental Health of California, Inc., Cigna Dental Health of Colorado, Inc., Cigna HealthCare of Connecticut, Inc., Cigna Dental Health of Delaware, Inc., Cigna Dental Health of Florida, Inc., Cigna Dental Health of Kansas, Inc. (Kansas and Nebraska), Cigna Dental Health of Kentucky, Inc. (Kentucky and Illinois), Cigna Dental Health of Maryland, Inc., Cigna Dental Health of Missouri, Inc., Cigna Dental Health of New Jersey, Inc., Cigna Dental Health of North Carolina, Inc., Cigna Dental Health of Ohio, Inc., Cigna Dental Health of Pennsylvania, Inc., Cigna Dental Health of Texas, Inc. and Cigna Dental Health of Virginia, Inc. (collectively referred to hereinafter as "Cigna Dental") (all collectively referred to herein as the "Parties"). This LOA documents the terms agreed to by the Parties in addition to those set forth in the Cigna Dental Care Insurance Policies/Agreements.

The Parties do hereby agree to the following and that to the extent any of these additional terms conflict with the provisions of the original Policies/Agreements or any other terms or conditions set forth in provisions contained in other documents supplementing or referenced in the Policies/Agreements, this Letter of Agreement shall supersede those original provisions with respect to the issues set forth below:

Administrative Changes:

Notwithstanding the terms and conditions set forth in the Policies/Agreements issued to Group by Cigna Dental, the Parties hereby mutually agree to the following changes specific to the administration of those policies:

- It is understood and agreed that the dental Policies/Agreements shall be in effect for a Term of 2 years with one two-year renewal option. The Parties agree that rates increases may be negotiated at the time of any renewal. Exhibit A provides additional information.
- It is understood and agreed that open enrollment shall occur every twelve months in November.

- It is understood and agreed that in addition to the right to terminate for cause, Group shall be able to terminate the Dental Policies/Agreements without cause, at any time, with ninety (90) days prior written notice. Cigna Dental shall be able to terminate the Policies/Agreements if Group fails to pay premiums beyond the grace period. During such grace period, Group shall have sixty (60) days to cure the nonpayment of premiums.

The Parties understand and acknowledge that this Letter of Agreement: (1) is a legally binding document which is valid and enforceable in a court of law, and (2) notwithstanding anything to the contrary, shall be construed and governed in accordance with federal law, including, but not limited to ERISA, and, to the extent federal laws do not apply, the laws of the State of Florida, without regard to conflict of law rules.

If the terms of this Letter of Agreement are acceptable to you, please countersign below.

Very truly yours,
Fred Scardellette, Vice President, Dental & Vision

Read, Understood, Agreed and Accepted by:

THE CITY OF CORAL SPRINGS

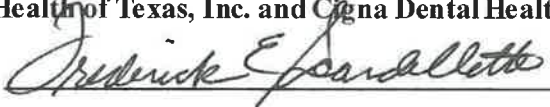
By: _____

Name: Scott Brook

Title: Mayor

Executed this ____ day of _____, in the year _____.

Cigna Health and Life Insurance Company and its affiliates Cigna Dental Health Plan of Arizona, Inc., Cigna Dental Health of California, Inc., Cigna Dental Health of Colorado, Inc., Cigna HealthCare of Connecticut, Inc., Cigna Dental Health of Delaware, Inc., Cigna Dental Health of Florida, Inc., Cigna Dental Health of Kansas, Inc. (Kansas and Nebraska), Cigna Dental Health of Kentucky, Inc. (Kentucky and Illinois), Cigna Dental Health of Maryland, Inc., Cigna Dental Health of Missouri, Inc., Cigna Dental Health of New Jersey, Inc., Cigna Dental Health of North Carolina, Inc., Cigna Dental Health of Ohio, Inc., Cigna Dental Health of Pennsylvania, Inc., Cigna Dental Health of Texas, Inc. and Cigna Dental Health of Virginia, Inc.

By: 

Name: Fred Scardellette

Title: Vice President, Dental & Vision

Executed this 3rd day of January, in the year 2023.

Approved as to Form.


Assistant City Attorney

EXHIBIT A

Below are the CDO managed dental renewal rates for CITY OF CORAL SPRINGS effective January 1, 2023. These rates reflect a 0.0% increase from current rates on the P5X00 Patient Charge Schedule. These rates contain 0% commission. These rates are based on the DentalCareAccessPlus.

Renewal Date : January 1, 2023				Enrolled as of August 2022
Patient Charge Schedule		Current P5X00	Renewal P5X00	
Rates	EE	\$13.51	\$13.51	126
	EE+1	\$27.28	\$27.28	40
	EE+2 or more	\$40.29	\$40.29	51
				217

This renewal information is being communicated in order to meet contractual requirements of changes to the rates/benefit schedules at least 60 days in advance of the change.

This Cigna Dental Care ("DHMO") proposal assumes covered services will be provided by the Cigna Dental Care Access Plus network of contracted general and specialty dentists.

The term "DHMO" is used to refer to product designs that may differ by state of residence of enrollee, including but not limited to, prepaid plans, managed care plans, and plans with open access features. The Cigna DHMO is not available in the following states: AK, ME, MT, NH, NM, ND, PR, SD, VI, VT, and WY.

The dental insurance coverage shall be provided under a standalone group insurance policy and is an "excepted benefit" as defined in Public Health Service Act Section 2721(c) and (d) and not subject to the requirement of the Patient Protection and Affordable Care Act.

Cigna HealthCare sponsors programs to inform benefit advisors about Cigna HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through Cigna HealthCare's general overhead.

Cigna HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through Cigna HealthCare's general overhead.

The benefit advisor may qualify for incentive payment (monetary or non-monetary) from Cigna HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from Cigna HealthCare's general overhead.

This quote assumes that Cigna HealthCare's standard insurance policy form approved for use in the applicable state by the state insurance regulator will be issued. Because the insurance policy and certificate terms require regulatory approval, there is very little flexibility to change the provisions. The provisions of the insurance policy and certificate will supersede the Proposal in the event of a conflict.

